International Boundary and Water Commission
United States and Mexico
United States Section

Technical Specifications

Rio Grande Canalization Project
Sunland Park Levee
Country Club Bridge West Stoplog Rehabilitation
El Paso County, Texas

Solicitation 191BWC26B0013

August 6, 2026

International Boundary and Water Commission
United States Section
Engineering Services Division
El Paso, Texas

These Technical Specifications may be reprinted after Contract award using the awarded Contract number instead of the Solicitation number currently shown. The reprint shall have all changes indicated incorporated.

Reissuance of the awarded Technical Specifications with the Contract number will proceed without an amendment or modification.

Reissuance with the Contract number will NOT result in a new date being displayed on the Technical Specifications.

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Please conserve paper and print double sided.

International Boundary and Water Commission
United States Section

TECHNICAL SPECIFICATIONS
DIVISION 00
PROCUREMENT AND CONTRACTING REQUIREMENTS

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1.1. Section Includes....1
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1.3. Drawing Titles....1
1.4. Drawing Index....1
Part 2 - Products....1
2.1. Additional or Revised Drawings....1
Part 3 - Execution (Not Used)....2
--End of Section--....2

1.2. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.3. DRAWING TITLES

1.3.A. The Contract Drawings applicable to this Contract are entitled:

Country Club Bridge West Stoplog Rehabilitation
El Paso County, Texas

1.4. DRAWING INDEX

1.4.A. The Contract Drawings include the drawings shown in Table 1.

Table 1 - Index of Drawings

SHEET NO.	USIBWC NO.	SHEET TITLE
G001	28463-000-00	COVER SHEET
G002	28464-000-00	SHEET INDEX, GENERAL NOTES, LEGEND AND SYMBOLS
CS105A	28465-000-00	COUNTRY CLUB BRIDGE WEST JOINT REPAIR PLAN
S113A	28466-000-00	COUNTRY CLUB BRIDGE WEST JOINT REPAIR DETAIL

PART 2 - PRODUCTS

2.1. ADDITIONAL OR REVISED DRAWINGS

2.1.A. Except as provided in these Technical Specifications for drawings to be furnished by Contractor, Contract Drawings will be supplemented by additional or revised general and detail drawings as necessary or desirable as work progresses.

2.1.B. Additional or revised general and detail drawings will show dimensions and details necessary for construction purposes more completely than are shown on these Contract Drawings for features of work.

2.1.C. Perform work in accordance with additional general and detail drawings or revisions at applicable prices bid in schedule for such work.

PART 3 - EXECUTION

(Not Used)

--End of Section--

SECTION 00.21.13
INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Reference Standards....1
1.3. Measurement and Payment....1
1.4. Definitions....1
1.5. Duty to Inquire....1
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--End of Section--....3

1.2. REFERENCE STANDARDS

1.2.A. Federal Acquisition Regulation (FAR)

1. FAR 52.236-3, Site Investigation and Conditions Affecting the Work

1.3. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.4. DEFINITIONS

1.4.A. Within this Section, the following terms are used interchangeably.

1.	Bid	-	Offer	-	Proposal
2.	Solicitation	-	Request for Proposal	-	RFP
3.	Bidder	-	Offeror	-	Contractor

1.5. DUTY TO INQUIRE

1.5.A. Bidders shall review the full Solicitation and all Contract documents including, but not limited to, Technical Specifications, Contract Drawings, USIBWC provided data, referenced items, attachments, etc. to determine the full scope of work required.

1.5.B. If during review of these items, the Bidder finds discrepancies, omissions, conflicts, defects, errors, or ambiguities, they have a duty to inquire. The Bidder shall also inquire about items that are open to interpretation.

1.5.C. The Bidder shall inquire about items as soon as they are discovered, whether before deadline for submission of bidder questions, whether after deadline for submission of bidder questions, whether after submission of bids, or whether after Contract award.

1.5.D. If the Bidder fails to inquire, they forfeit their right to any claim based upon said discrepancies, omissions, conflicts, defects, errors, ambiguities, or items that are open to interpretation. The Bidder shall be proceeding at their own risk based upon only their unilateral interpretation.

1.5.E. The Bidder shall take no advantage of any item of which they have a duty to inquire.

1.6. INVESTIGATION OF SITE CONDITIONS

1.6.A. The Bidder, as well as their subcontractors, is urged to visit the worksite and project area to become fully aware as to the existing conditions affecting the work to be performed under the Contract documents. A site visit will be announced during the Solicitation. Each Bidder shall attend at their own expense. The Government will not pay for any site visits. This visit is intended to provide the potential Bidders the opportunity to observe site conditions and incorporate into their proposal any required work based on site conditions. The Bidder will have the opportunity to walk around during the site visit. Unless otherwise noted, no other opportunity will exist for visits to the site.

1.6.B. The Bidder shall be responsible for ensuring that all of its suppliers, manufactures and subcontractors have reviewed all applicable Contract documents relative to their work. The Bidder shall provide all labor, material, equipment, and services not provided by the Bidder's suppliers, manufacturers, fabricators, and/or subcontractors but required for complete and operable facilities as described in the Contract documents.

1.6.C. Bidder has the sole responsibility to make such independent investigation and examination as they deem necessary in order to satisfy themselves as to the conditions to be encountered in the performance of work and the quantities required to complete the work in accordance with the SOW.

1.6.D. The Government assumes no responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of the Bidder's officers or agents before the execution of this Contract, unless that understanding or representation is expressly stated in the Contract documents.

1.6.E. Any failure of the Bidder to take the actions described and acknowledged in this Section will not relieve the Bidder from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work.

1.7. BID ITEMS

1.7.A. The Contract Line Item Numbers (CLIN) that shall be bid upon are identified in Section B (bid schedule) of the Solicitation.

1.7.B. The Bidder shall include <u>all</u> work related costs within its bid unit prices even if not specifically listed in the bid schedule.

1.7.C. If an error exists on the bid schedule between the CLIN total cost provided and the resultant value of the CLIN quantity multiplied by the bid unit price, the bid unit price provided shall govern.

1.8. SPECIFICATIONS

1.8.A. The Government does not implicitly warrant performance specifications for complete accuracy or adequacy. Typical performance type specifications set forth an objective or standard to be achieved, and the successful Bidder is expected to exercise their ingenuity in achieving that objective or standard of performance, selecting the means and assuming a corresponding responsibility for that selection.

1.8.B. When a particular product or manufacturer is identified by name, but permits substitution of 'an approved equal,' such a specification is 'performance' in nature and, as a result, carries no implied warranty.

1.9. BID SUBMISSION

1.9.A. Submission of a bid shall be conclusive evidence that the Bidder has reviewed, investigated, and acknowledged all items detailed in FAR 52.236-3 and listed below.

1. Conditions bearing upon transportation, disposal, handling, and storage of materials.
2. The availability of labor, water, electric power, and roads.
3. Uncertainties of weather and similar physical conditions at the site.
4. The conformation and conditions of the ground.
5. The character of equipment and facilities needed preliminary to and during work performance.

1.9.B. Submission of a bid shall be conclusive evidence that the Bidder has reviewed all Contract documents.

1.9.C. Submission of a bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality, and scope of work to be performed, and the quantities of materials to be furnished.

1.9.D. Submission of a bid constitutes agreement that Bidder has provided written notice of all discrepancies, omissions, conflicts, defects, errors, ambiguities, or items that are open to interpretation discovered in the Contract documents, that responses to these written notices are acceptable to Bidder, and that Contract documents are sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing required work.

1.9.E. Bidder has the sole responsibility to make such independent instigation and examination as they deem necessary in order to satisfy themselves as to the conditions to be encountered in the performance of work and the quantities required to complete the work in a accordance with the Contract documents. The Government will not award a modification or additional funds for conditions that were observable but not considered by Bidder.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

3.1. REQUESTS FOR INTERPRETATION (DUTY TO INQUIRE)

3.1.A. Bidders shall submit requests for interpretation, questions, and other concerns about the Solicitation and Contract documents including, but not limited to, Technical Specifications, Contract Drawings, USIBWC provided data, referenced items, attachments, etc. to the Contracting Officer identified on SF-1442.

3.1.B. Such requests shall be made even if the question and answer period identified in the Solicitation has passed.

3.1.C. Failure to request interpretation prior to providing a bid shall result in the Bidder being fully responsible for any cost or time impacts involved to perform the work required.

--End of Section--

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SECTION 00.31.19
EXISTING CONDITION INFORMATION

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Related Requirements....1
1.3. Measurement and Payment....1
1.4. General....1
1.5. Existing Structures....1
1.6. Existing Utilities....2
Part 2 - Products (Not Used)....2
Part 3 - Execution (Not Used)....2
--End of Section--....2

1.2. RELATED REQUIREMENTS

1.2.A. Section 00.31.32-Geotechnical Data

1.3. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.4. GENERAL

1.4.A. Report on the Existing Condition Information:

1. Field assessment of existing conditions within the project limits was performed by Arcadis. The findings were and available in a report entitled "*Sunland Park Levee Repair Design Documentation Report, East Levee & West Levee Segment Downstream of Country Club Bridge*," dated February 4, 2022.
2. Evaluation regarding the cause of damage and recommendations for the proposed repair of the Country Club Bridge West Stoplog are provided by Arcadis in their letter with subject "*191BWC22C0011 Sunland Park East Levee Repair, Country Club Bridge West Stoplog Issues*," dated August 8, 2025.
3. A report documenting the latest existing conditions at the damaged foundation was prepared by USIBWC. The documentation is available in the report entitled "*Country Club Bridge West Stoplog Rehabilitation, Existing Conditions Assessment Report*," dated June 10, 2026.

1.4.B. Geotechnical investigations were performed as noted in Section 00.31.32.

1.5. EXISTING STRUCTURES

1.5.A. The existing flood protection stoplog system and foundation on the westside of the Country Club Bridge was constructed under USIBWC contract 191BWC22C0011.

1. The construction drawings for the stoplog foundation are available in the drawing file entitled "*Excerpts 191BWC22C0011 Sunland Levee Dwgs*."
2. The shop drawings for the west stoplog system from Flood Control International are dated March 3, 2025. The current condition of the system is "Traffic Condition" (system not in place or under flood condition).

1.5.B. The Country Club Bridge stoplog system was constructed under the "*Memorandum of Agreement between United States Section International Boundary and Water Commission United States and Mexico and City of El Paso, Texas for the Construction, Maintenance, and Operation of the Flood Control System at Country Club Bridge*" identified as IBWC22M0005 and signed on December 3, 2021.

1.5.C. There are existing concrete floodwalls on both sides of Country Club Bridge. These floodwalls were built under USIBWC contract IBM10C0018.

1.6. EXISTING UTILITIES

Existing utilities at the project site are identified on the Contract Drawings and 191BWC22C0011 Sunland Levee Drawings with the best information available. The Contractor is responsible for identifying and coordinating with all the utility owners to determine exact locations of these utilities and protect them during construction. See Section 02.01.00 for additional requirements when dealing with utilities.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

--End of Section--

SECTION 00.31.21
SURVEY INFORMATION

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Related Requirements....1
1.3. Measurement and Payment....1
1.4. Field Survey....1
1.5. Survey Control....1
1.6. Right-of-Way (ROW)....1
1.7. Existing Utility Survey....2
1.8. Survey Control Maps....2
Part 2 - Products (Not Used)....2
Part 3 - Execution (Not Used)....2
--End of Section--....2

1.2. RELATED REQUIREMENTS

1.2.A. Section 02.01.00-Existing Conditions & Facilities

1.3. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.4. FIELD SURVEY

1.4.A. Field survey was performed between November 2017 and February 2018, by Frank X. Spencer and Associates who developed and provided the following, which were used as the basis of design for USIBWC contract 191BWC22C0011.

1. Survey Control Maps of the Sunland Park West Levee are included with the 191BWC22C0011 drawings.
2. The document "*FXSA Survey Report*," dated March 3, 2022.

1.5. SURVEY CONTROL

1.5.A. The surveyor established horizontal and vertical controls based on New Mexico State Plane Coordinate Grid System (NMSPC) NM Central Zone North American Datum of 1983 (NAD 83) in US survey feet, using GEOID 2012B, and North American Vertical Datum of 1988 (NAVD 88) in US survey feet, respectively.

1.5.B. The survey was based on existing monumentation which is referenced on the Survey Control Maps, mentioned in Paragraph 1.8. Data for these points was provided by USIBWC and were adjusted to ground distances.

1.6. RIGHT-OF-WAY (ROW)

The surveyor surveyed and located all existing ROW survey markers along the USIBWC right-of-way line. The surveyor installed new ROW markers, witness posts and pipes, as needed per the USIBWC survey guidelines.

1.7. EXISTING UTILITY SURVEY

1.7.A. The surveyors surveyed and obtained x & y coordinates and elevations of existing surface features of visible structures and utilities. These locations are shown on the Plan and Profile sheets of the 191BWC22C0011 Sunland Levee Drawings.

1. **NOTE:** It is the Contractor's responsibility to verify locations of all existing utilities (shown and not shown) prior to construction.
2. Additionally, attention is called to Sections 02.01.00 for additional requirements and guidelines for utility surveys.

1.8. SURVEY CONTROL MAPS

The surveyor prepared the Survey Control Maps for the total length of the reach showing existing levee alignment, existing levee stationing, ROW, and survey control points per the USIBWC survey guidelines. The survey is presented at grid distance. Grid to ground conversation factor is included in construction drawings.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

--End of Section--

SECTION 00.31.32
GEOTECHNICAL DATA

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Measurement and Payment....1
1.3. Geotechnical Reports....1
Part 2 - Products (Not Used)....1
Part 3 - Execution (Not Used)....1
--End of Section--....1

1.2. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.3. GEOTECHNICAL REPORTS

1.3.A. Geotechnical analysis for the prior 191BWC22C0011 project was performed by Kenall, Inc. and summarized in their report entitled, "*Sunland Park Levee Forensic Geotechnical Investigation*," dated July 29, 2016. The base report including all boring logs and laboratory test data is available. **Since the work of this project will not involve subsurface conditions, the geotechnical report has not been provided with the Solicitation.** If the report is needed for review, contact USIBWC's CO or COR for documentation.

1.3.B. Appendix B of Arcadis' report entitled "*Sunland Park Levee Repair Design Documentation Report, East Levee & West Levee Segment Downstream of Country Club Bridge*," dated February 4, 2022 contains additional geotechnical information.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

--End of Section--

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SECTION 00.31.43
PERMIT APPLICATION

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Reference Standards....1
1.3. Measurement and Payment....1
1.4. General....1
1.5. Work in Waters of the United States....1
1.6. Work on City of El Paso Bridge....1
1.7. Responsibilities....2
Part 2 - Products (Not Used)....2
Part 3 - Execution (Not Used)....2
--End of Section--....2

1.2. REFERENCE STANDARDS

1.2.A. US Army Corps of Engineers (USACE)

1. Section 404 of Clean Water Act, 33 USC 1251 et seq.

1.3. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.4. GENERAL

Prior to the beginning of construction, the Contractor shall be responsible for researching, coordinating, obtaining, and paying all applicable fees for all permits required by Federal, state, and local entities.

1.5. WORK IN WATERS OF THE UNITED STATES

1.5.A. A Section 404 permit will not be required for work within the currently defined Temporary Construction Limits (TCL).

1.5.B. The Contractor must adhere to all agreements, mitigation plans, and standard best management practices required.

1.5.C. If Contractor initiated changes in the construction method result in impacts to waters of the US, the Contractor shall have sole responsibility to obtain all required new or revised Section 404 permit and shall adhere to all agreements, mitigation plans, and standard best management practices required by these permits.

1.6. WORK ON CITY OF EL PASO BRIDGE

1.6.A. The Contractor is highly advised to begin coordination and approvals required from the City of El Paso as soon as possible. This will allow the City sufficient time for review and commenting and preparation of Contractor revisions as may be needed to avoid delay to the start of construction.

1.6.B. The Contractor shall be responsible for obtaining a Traffic Control Permit from the City of El Paso Streets & Maintenance Department for all work conducted within the Country Club Bridge and city

roadway including hiring a licensed barricade company to setup the traffic control. Contractor shall comply with all provisions of the permit.
https://www.elpasotexas.gov/streets-and-maintenance/

1. City of El Paso Point of Contact:
   Kristin Jimerson, Streets & Maintenance, Pavement Cut Permits & Inspections
   Phone number: (915) 212-7080
   JimersonKT@elpasotexas.gov
2. For any correspondence sent to Kristin Jimerson, copy the COR and MunozE@elpasotexas.gov

1.7. RESPONSIBILITIES

1.7.A. The Federal Government is not subject to local jurisdictions' building codes, nor is it required to obtain building permits from local jurisdictions for construction on real estate owned or controlled by the USIBWC. However, borrow pits and other offsite locations are subject to local regulations. The Contractor is responsible for researching and obtaining all necessary permits for offsite work.

1.7.B. The Contractor shall be responsible for obtaining all necessary permits and rights of entry for all work required under this Contract.

1. The Contractor will also be required to research the need for any other required permits, based on the information available from the Contract Drawings and Technical Specifications prior to the beginning of construction. For the work under this Contract, the Contractor shall be responsible for coordinating and obtaining all permits required by Federal, state, and local entities, unless otherwise specified within the Contract Provisions and these Technical Specifications.

1.7.C. The Contractor shall apply and pay for all required permits. The Government is not responsible for any existing or newly introduced permits required before, during and/or after construction.

1.7.D. The Contractor shall be responsible for and shall give and maintain any and all notices required by applicable regulations, laws, or permitting authorities pertaining to construction of this project.

PART 2 - PRODUCTS
(Not Used)

PART 3 - EXECUTION
(Not Used)

--End of Section--

SECTION 00.60.00
USIBWC FORMS AND STANDARD DOCUMENTS

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Measurement and Payment....1
1.3. General....1
Part 2 - Products (Not Used)....1
Part 3 - Execution....1
3.1. Printing....1
3.2. Using PDF Forms....1
--End of Section--....2

1.2. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.3. GENERAL

1.3.A. Standard items are available at USIBWC's website at www.ibwc.gov/Organization/Engineering/construction.html.

1. All forms are under the link entitled 'Forms.'
2. Drawing standards and related files are under the link entitled 'Std-Drawings.'

1.3.B. Contractor shall use the most current version of each form.

1.3.C. Form filenames contain a date. This date is the revision date of the form. Keeping the date in the filename can cause confusion when submitting files. Prior to submitting the forms, rename the file as suggested in these Technical Specifications or as agreed to with the COR.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

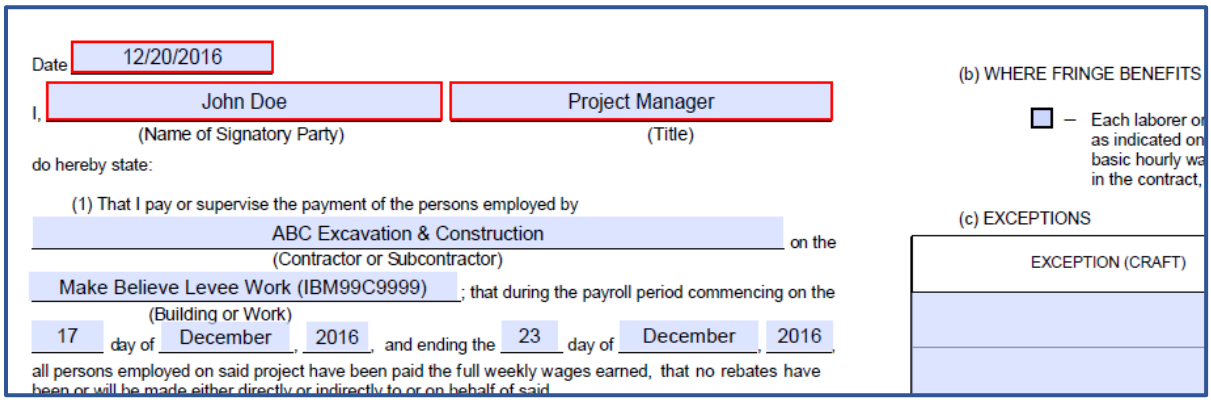
3.1. PRINTING

The Contractor is responsible for printing copies of items provided in electronic format for their own use.

3.2. USING PDF FORMS

3.2.A. Providing Fillable Forms to USIBWC

1. Fillable forms shall be "printed" prior to sending to USIBWC. Printing a fillable form to pdf fixes the form data permanently so it cannot be changed. It also allows the merging of multiple pdf files without compromising form data.
   a. Printing resolution shall not be less than 400 dpi. 1200 dpi is preferred and easily handled by Adobe Acrobat.


Date 12/20/2016

I, John Doe (Name of Signatory Party) Project Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by ABC Excavation & Construction (Contractor or Subcontractor) on the Make Believe Levee Work (IBM99C9999) (Building or Work); that during the payroll period commencing on the 17 day of December, 2016, and ending the 23 day of December, 2016, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

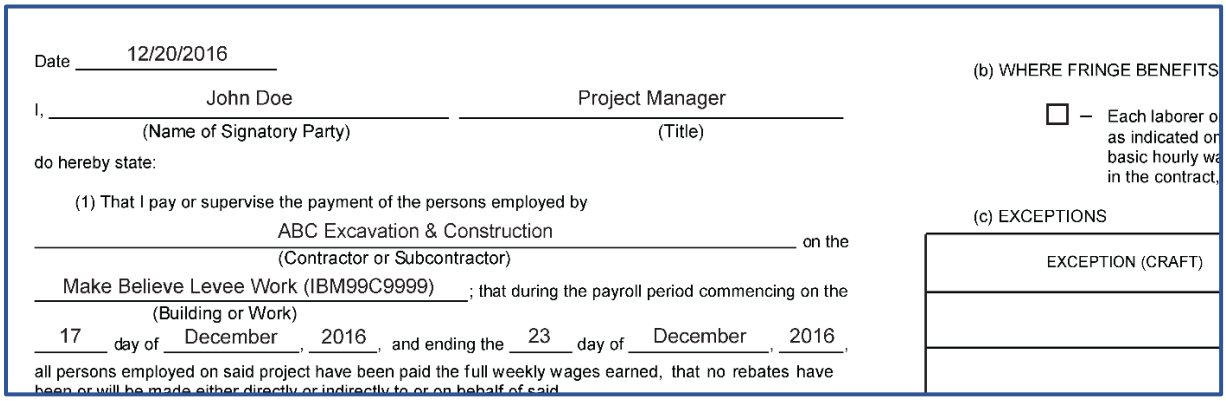
(b) WHERE FRINGE BENEFITS

☐ – Each laborer or as indicated on basic hourly wa in the contract,

(c) EXCEPTIONS

EXCEPTION (CRAFT)

Figure 1 - Fillable Form (not printed)


Date 12/20/2016

I, John Doe (Name of Signatory Party) Project Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by ABC Excavation & Construction (Contractor or Subcontractor) on the Make Believe Levee Work (IBM99C9999) (Building or Work); that during the payroll period commencing on the 17 day of December, 2016, and ending the 23 day of December, 2016, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

(b) WHERE FRINGE BENEFITS

☐ – Each laborer o as indicated on basic hourly wa in the contract,

(c) EXCEPTIONS

EXCEPTION (CRAFT)

Figure 2 - Printed Fillable Form

3.2.B. Providing Adobe Electronic Signatures to USIBWC
Whenever an Adobe digital signature is used, ensure that the file is printed to pdf afterwards. This ensures that the digital signature is locked and cannot change, but is also allows the resulting file to be combined without pdf files without errors.

3.2.C. Unless otherwise allowed by the COR or this Section, the electronic version all forms shall be used. This means that forms shall not be printed and then filled out by hand. Instead they shall be filled out electronically and then printed to pdf.

3.2.D. The following forms are allowed to be filled out by hand: 164, 227, 231, 238, and 359. Once completed by hand, they shall be scanned at no less than 400 dpi resolution and provided to USIBWC in a pdf document.

--End of Section--

SECTION 00.70.00
DELIVERY OF DATA TO USIBWC

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Related Requirements....1
1.3. Measurement and Payment....1
1.4. General....1
1.5. Adobe PDF Files....2
1.6. Image Files....3
Part 2 - Products (Not Used)....3
Part 3 - Execution (Not Used)....3
--End of Section--....3

1.2. RELATED REQUIREMENTS

1.2.A. Section 01.32.33-Photographic Documentation

1.3. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.4. GENERAL

1.4.A. USIBWC will perform most document transfer communications via email.

1.4.B. The Contractor shall send all files electronically via email whenever possible. USIBWC's email system can accept files up to 20 MB. Large files shall be transferred via private ftp sites, online cloud servers, sharepoint, or via CD/DVD.

1. Files transferred through a download link via email will be treated the same as receiving the file via email.
2. Files made available via download shall be grouped or zipped to allow for easy download of a large group of files at one time. However, no zipped file shall exceed 500 MB in size.

1.4.C. USIBWC cannot accept USB thumb drives and portable hard drives unless the COR allows their use for transfer of final closeout items. Any drives thus provided to the Government become US Government property.

1.4.D. Placing documents on an online management system (e.g. Owner Insite or ProjectWise) is unacceptable as a delivery method.

1.4.E. Direct delivery via drop off, US Postal Service, FedEx, UPS, etc. is acceptable.

1. No delivered boxes shall exceed 40 pounds.

1.4.F. Items are considered received when provided to USIBWC prior to 4:00 pm on a business day (COR's local time zone). Items received after 4:00 pm or received on a non-business day will be marked as being received on the next business day.

1.4.G. During the last 2 weeks of the calendar year (i.e. December 16 through December 31), Contractor should expect longer than usual review times. Submittal reviews, RFI responses, answers to questions, and requests for meetings may not be accommodated during this time period. Contractor shall properly plan

the submission of items or requests for meetings well in advance of this time period to avoid delays to their schedule due to unavailability of staff during this period.

1.4.H. Electronic files shall be provided in their native format (MSWord, Excel, Primavera, etc.) as well as Adobe pdf.

1. The entire filename shall not exceed 30 characters, excluding extension.
2. Filenames shall not contain periods (i.e. ".") except to separate the file extension.
3. All dates within the project documentation and in the filenames shall be shown with four digits.

1.4.I. Hard copies shall <u>not</u> be provided.

1.5. ADOBE PDF FILES

1.5.A. All reports, submittals, record documents, and other deliverables, unless specifically noted to use a different filetype in these Technical Specifications, shall be provided as pdf documents.

1.5.B. Pdf files shall not be "locked" or otherwise blocked from changes unless the password is also provided to USIBWC.

1.5.C. Whenever possible, files shall be saved/printed as pdfs instead of scanned as pdfs.

1. "Print" to pdf with a minimum resolution of 600 dpi, but 1200 or 2400 dpi is preferred for text documents.

1.5.D. Pdf files that contain form fields shall be "printed" to pdf prior to submittal to USIBWC. Printing the file to pdf locks the data and prevents the form field from being changed.

1. Pdfs shall include valid electronic signatures or they shall be scans of the original documents.
2. Valid electronic signatures include digital signatures created through the pdf program or inserted scans of a true signature. By submitting an item using either of these items, the Contractor is certifying that the signature is valid.

1.5.E. Embed all fonts used in the pdf files.

1.5.F. Per USIBWC's "*Drawing and CAD Standards*" the minimum resolution for drawings generated from AutoCAD is 1200 dpi.

1.5.G. Color documents shall be scanned in color. NCR pages that are other than white (e.g. all yellow or all pink) are not considered color documents and shall be scanned in grayscale or black and white. Black and white is preferred.

1.5.H. The minimum scanning resolution shall be:

1. 400 dpi for color and grayscale
2. 600 dpi for black and white

1.5.I. Provide data/information within the pdf itself.

1. Do not use "attachments" within a pdf file.
2. Do not use a pdf portfolio.

1.5.J. Pdfs shall be sized at ANSI A (8½" x 11"), ANSI B (11" x 17"), or ANSI D (22" x 34") unless the original is another size, then the pdf shall be the size of the original document.

1.5.K. Reports and plans (e.g. Safety Plan, QC Plan, Stormwater Pollution Prevention Plan) provided to the Government as submittals shall be provided in pdfs with recognizable text (i.e. searchable pdf). Recognizable text is searchable by character or words.

1.5.L. The Contractor shall ensure that the electronic copy is legible.

1.6. IMAGE FILES
See Section 01.32.33 for requirements of photograph and video files.

PART 2 - PRODUCTS
(Not Used)

PART 3 - EXECUTION
(Not Used)

--End of Section--

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SECTION 00.70.13
PROJECT DATA

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Reference Standards....1
1.3. Measurement and Payment....1
1.4. General....1
1.5. Definitions....1
Part 2 - Products (Not Used)....2
Part 3 - Execution....2
3.1. Data First Produced in the Performance of this Contract....2
3.2. Data Not First Produced in the Performance of this Contract....2
3.3. Release and Use Restrictions....2
--End of Section--....2

1.2. REFERENCE STANDARDS

1.2.A. United States Code (USC)

1. 17 USC 401-402

1.3. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.4. GENERAL

1.4.A. The Government shall have unlimited rights in all data delivered under this Contract and in all data first produced in the performance of this Contract. The Government shall also have the right to limit assertion of copyright in data first produced in the performance of this Contract and to obtain assignment of copyright in that data. The Government has the right to limit the release and use of certain data.

1.4.B. All data, submittals, and pay estimates are required contractual documents and are in no way privileged nor confidential information. Contractors shall not state that these items are confidential business information nor state that they are not to be revealed to third parties with or without approval.

1.5. DEFINITIONS

1.5.A. "Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes all technical data. The term does not include information incidental to Contract administration, such as financial, administrative, cost, management information, or computer software.

1. Data examples include, but are not limited to:
   a. The production of audiovisual works, including motion pictures or television recordings with or without accompanying sound.
   b. Photographs, negatives, and slides.
   c. Surveys of Government establishments including any associated survey data and drawings produced from such surveys.
   d. The compilation of reports, books, studies, surveys, or similar documents.

e. The collection of data containing personally identifiable information such that the disclosure thereof would violate the right of privacy of the individual to whom the information relates.

f. Investigatory reports.

g. The development, accumulation, or compilation of data, the early release of which could prejudice follow-on acquisition activities or agency regulatory or enforcement activities.

h. Drawings.

1.5.B. "Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

3.1. DATA FIRST PRODUCED IN THE PERFORMANCE OF THIS CONTRACT

3.1.A. The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this Contract without prior written permission of the Government.

3.1.B. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

3.2. DATA NOT FIRST PRODUCED IN THE PERFORMANCE OF THIS CONTRACT

The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this Contract, any data not first produced in the performance of this Contract and that contain the copyright notice of 17 USC 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a nonexclusive, irrevocable, worldwide license.

3.3. RELEASE AND USE RESTRICTIONS

3.3.A. Except as otherwise specifically provided for in this Contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this Contract, nor authorize others to do so, without written permission of the Contracting Officer.

3.3.B. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of:

1. The violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this Contract.

2. Any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

--End of Section--

SECTION 00.72.00
ORDER OF PRECEDENCE

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Related Requirements....1
1.3. Reference Standards....1
1.4. Measurement and Payment....1
1.5. General....1
Part 2 - Products (Not Used)....2
Part 3 - Execution....2
3.1. Administration....2
--End of Section--....2

1.2. RELATED REQUIREMENTS

1.2.A. Section 00.21.13-Instructions to Bidders

1.2.B. Section 01.31.13-Project Coordination

1.2.C. Section 01.33.00-Submittal Procedures

1.3. REFERENCE STANDARDS

1.3.A. Federal Acquisition Regulation (FAR)

1. FAR Subpart 14.2
2. FAR 52.215-8 Order of Precedence-Uniform Contract Format
3. FAR 52.236-21 Specifications and Drawings for Construction

1.4. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.5. GENERAL

1.5.A. In following with FAR guidance, any inconsistency in the Solicitation or Contract shall be resolved by giving precedence in the following order:

1. The Schedule which refers to FAR 14.201-2 and includes Sections A through H of the Solicitation/Contract, but excludes the specifications.
2. Representations and other instructions which refers to FAR 14.201-5 and includes Sections K, L, and M of the Solicitation.
3. Contract clauses which refers to FAR 14.201-3 and includes Section I of the Solicitation/Contract.
4. Other documents, exhibits, and attachments which refers to FAR 14.201-4 and includes Section J of the Solicitation/Contract, but excludes the specifications.
5. This document (i.e. the Technical Specifications)
6. The Contract Drawings.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

3.1. ADMINISTRATION

3.1.A. As soon as an inconsistency is discovered, bring it to the Government's attention.

1. Minor inconsistencies can usually be resolved with the COR and are then noted on the Record Documents.
2. Inconsistencies affecting Contract time or money shall be brought to the CO's attention immediately.

3.1.B. Any inconsistency discovered prior to bidding shall follow Section 00.21.13.

3.1.C. Any inconsistency discovered after award shall be documented via a submittal (Section 01.33.00), an RFI (Section 01.31.13), or an official letter to the CO.

--End of Section--

SECTION 00.73.63
SECURITY REQUIREMENTS

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Measurement and Payment....1
1.3. General....1
1.4. Security....1
1.5. Insurance....1
Part 2 - Products (Not Used)....2
Part 3 - Execution (Not Used)....2
--End of Section--....2

1.2. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.3. GENERAL

The project site may be exposed to vandalism and theft. The Contractor shall be responsible for providing adequate security of the project site in order to prevent vandalism and theft.

1.4. SECURITY

1.4.A. The Contractor is responsible for securing the worksite, equipment, and materials from vandalism and theft.

1.4.B. The Contractor shall implement a security program that:

1. Protects the work, the existing premises, and the Government's operations from theft, vandalism, and unauthorized entry.
2. Maintains the security program throughout construction duration until Contract Closeout.

1.4.C. The Contractor shall implement entry control to the work area that notifies people of the construction area, of PPE required, and of the dangers of entry.

1.4.D. The Government shall not be responsible for the security of any items within the work area and associated PSLs.

1.5. INSURANCE

1.5.A. When not required by the Contract clauses, the Contractor has the right to purchase coverage for property insurance, builder's risk insurance (including perils of wind, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure), and/or flood insurance or to be self-insured for these exposures.

1.5.B. The Contractor shall be held liable for all costs associated with losses, deductibles, and self-insurance for coverages not required by the Contract clauses.

1. Losses shall include architects' and engineers' fees that may be necessary to provide drawings and specifications for the repair and/or replacement of damaged property.
2. Losses shall include appropriate supervision and quality control of all work for the repair and/or replacement of damaged property.

1.5.C. Any insurance policies purchased for work or property related to this Contract for coverages not required by the Contract clauses shall list the International Boundary and Water Commission, United States Section, as an additional insured.

PART 2 - PRODUCTS
(Not Used)

PART 3 - EXECUTION
(Not Used)

--End of Section--

International Boundary and Water Commission
United States Section

TECHNICAL SPECIFICATIONS
DIVISION 01
GENERAL REQUIREMENTS

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SECTION 01.11.00
SUMMARY OF WORK

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Related Requirements....1
1.3. Reference Standards....2
1.4. Measurement and Payment....2
1.5. Work Covered by the Contract Documents....2
1.6. Sequence of Work/Time for Completion of Work....3
1.7. Work Under Other Contracts....3
1.8. Labor and Staffing....3
1.9. Project Location....4
1.10. Other Contractual Requirements....4
Part 2 - Products....4
2.1. Government Furnished Materials....4
2.2. Products to be Furnished by the Contractor....4
Part 3 - Execution....5
3.1. Submittals Required Prior to Mobilization....5
3.2. Use of Right-of-Way....5
3.3. Occupancy of Right-of-Way....5
3.4. Work Restrictions....6
--End of Section--....6

1.2. RELATED REQUIREMENTS

1.2.A. Section 01.32.33-Photographic Documentation

1.2.B. Section 01.33.00-Submittal Procedures

1.2.C. Section 01.31.00-Project Management

1.2.D. Section 01.51.00-Temporary Utilities

1.2.E. Section 01.55.26-Traffic Control and Project Signage

1.2.F. Section 01.57.19-Temporary Environmental Controls

1.2.G. Section 01.57.00-Temporary Controls for Work Areas

1.2.H. Section 01.74.19-Construction Waste Management and Disposal

1.2.I. Section 01.78.36-Warranties

1.2.J. Section 02.01.00-Existing Conditions & Facilities

1.2.K. Section 02.21.00-Surveys

1.2.L. Section 03.15.16-Concrete Joints

1.2.M. Section 32.01.29.61-Concrete Repair

1.3. REFERENCE STANDARDS

1.3.A. United States Code (USC)

1. Davis Bacon Act (DBA), 40 USC 3141-3148

1.4. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.5. WORK COVERED BY THE CONTRACT DOCUMENTS

1.5.A. This project provides rehabilitation of the existing Country Club Bridge West Stoplog foundation and adjacent roadway in El Paso, Texas. The project generally consists of installing a new expansion joint and repairing deteriorated concrete at the stoplog structure. The proposed repairs will restore movement between the roadway and stoplog foundation structure, reduce further deterioration, and maintain a safe and serviceable bridge approach. Construction activities will require traffic control measures including lane or full closure and coordination with local agencies to maintain safe traffic operations during construction.

1.5.B. The major construction efforts include, but are not limited to, the following tasks:

1. Mobilization and demobilization.
2. Traffic control permitting, implementation, and maintenance.
3. Sawcutting and removal of existing expansion joint materials.
4. Installation of new expansion joint filler, backer rod, and sealant.
5. Repair of deteriorated and spalled concrete surfaces.
6. Disposal of removed materials and construction debris.
7. Surveying the site before, during, and after construction.
8. Final cleanup and closeout activities.

1.5.C. The final product shall be a repaired roadway and stoplog foundation with a smooth transition to vehicular traffic.

1. The repaired stoplog foundation is critical to allow the floodgate system to be properly deployed and set in place to maintain a levee that meets the requirements of FEMA 44 CFR §65.10 for flood control.

1.5.D. Background

1. This project involved a floodgate system that is part of a larger USIBWC west levee system referred to as the "Sunland Park West Levee" and is officially part of USIBWC's Canutillo Levee Segment. Documents may refer to these levees as either Sunland Park or Canutillo.
2. The floodgate system installed at the Country Club Bridge between the earthen portions of the west levee is a stoplog barrier. The stoplog barrier is a deployable flood protection system, consisting of a system of removable column posts with stoplog planks placed horizontally into the space or bay between the two adjacent posts. The removable column posts are installed by bolting into a prefabricated concrete embedment. The removable posts and planks are stored at a nearby location while Country Club is open to traffic. The system is deployed during a flood condition. The stoplog assembly includes stoplogs, posts, concrete embedment, bolts, and all other appurtenant equipment required to make a complete and operable installation.
3. The floodgate system and associated foundation/footing were constructed at the Country Club Bridge as part of the USIBWC Contract No. 191BWC22C0011. After completion of construction, the west concrete foundation experienced unexpected stresses that resulted in concrete spalling and

damage. With time, the problem has resulted in a noticeable bump in the roadway that has become a public nuisance and traffic hazard.

4. Temporary signs were installed in August 2025 to alert the public of the road hazard.
5. After review by the Designer of Record, Arcadis U.S., Inc., the cause was identified and a design was provided to correct the issue and repair the spalled concrete. The proposed design was developed and reviewed by the City of El Paso, and accepted in July 2026.

1.6. SEQUENCE OF WORK/TIME FOR COMPLETION OF WORK

1.6.A. The Contractor shall comply with all submittal requirements as covered under these Technical Specifications and obtain Government review of each submission.

1. **No construction shall be started, until the Government compliance confirms the required premobilization submittals.**
2. The Government will not grant any time extension for any resubmittal required when, in the opinion of the CO, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.
3. If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed submittals, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted, and are compliance confirmed by the Government.
4. No payment will be made for any in-place construction until all submittals required for that portion of the work and/or required prior to the start of construction have been made, reviewed, and are compliance confirmed by the Government.

1.6.B. Unless otherwise agreed to with the COR, **mobilization and sitework shall begin within 60 days of the issuance of the Notice to Proceed (NTP)**.

1. Contractor shall expeditiously plan and prepare their Traffic Control Plan for submission to the City of El Paso (local governing authority) and take into account the City's review time and coordination with TxDOT for any closures.
2. Contractor shall expeditiously plan and prepare their premobilization submittals and any resubmittals as well as take into account the Government's review time to meet this requirement.
3. Surveying and photographing/videotaping site do not constitute sitework for this requirement.

1.6.C. The work under this Contract shall be completed within the timeframe specified in the Contract Provisions. Time will only stop being counted once substantial completion is achieved (Section 01.78.36).

1.6.D. Should the Traffic Control Plan approval and permit not be obtained within the required construction duration specified in the Contract Provisions, at no fault of the Contractor (e.g. City’s postponement of closure due to other agency coordination), the construction period will be extended, at no additional cost to the USIBWC, until the permit has been obtained and construction takes place per the approved the traffic control schedule.

1.7. WORK UNDER OTHER CONTRACTS

No construction work is anticipated to be performed at the project site under separate Contract with other Contractors during the Contractor’s performance period.

1.8. LABOR AND STAFFING

1.8.A. Contractors are responsible for determining the appropriate staffing necessary to perform the Contract work. Contractors are also responsible for complying with the minimum wage and benefits requirements for each labor classification performing work on the Contract.

1.8.B. If a classification considered necessary by the Contractor for performance of the work is not listed on the applicable wage determination, the Contractor must initiate a request for approval of an additional classification along with the proposed wage and benefit rates for that classification.

1.8.C. The Contracting Officer will attach the appropriate Davis-Bacon wage determination to this Contract. The Contractor is responsible for all requirements of the Davis-Bacon Act.

1.9. PROJECT LOCATION

1.9.A. The work is within the United States Section of the International Boundary and Water Commission's (USIBWC) Rio Grande Canalization Project in El Paso, TX where Country Club Road intersects the Rio Grande.

1.9.B. Approximate Coordinates: 31.846400, -106.606524

1.10. OTHER CONTRACTUAL REQUIREMENTS

1.10.A. Items mentioned in the Technical Specifications and not shown on the Contract Drawings, or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown or mentioned in both.

1.10.B. In any case where these Technical Specifications conflict with the Federal Acquisition Regulations (FAR), use the following rules of precedence.

1. In any case where FAR requirements are stricter or impose a higher standard than these Technical Specifications, FAR requirements will take precedence.
2. In any case where Technical Specification requirements are stricter or impose a higher standard than the FAR, Technical Specification requirements will take precedence.

PART 2 - PRODUCTS

2.1. GOVERNMENT FURNISHED MATERIALS

The Government will not provide any materials for this project.

2.2. PRODUCTS TO BE FURNISHED BY THE CONTRACTOR

2.2.A. The Contractor shall provide all labor, all equipment, and all products required to execute the project.

2.2.B. All materials provided by the Contractor for the project shall be new or recycled, high grade, free from defects, meeting the Technical Specifications herein. The minimum quality of the work shall be in accordance with the Technical Specifications herein. The Contractor's Project Manager and Superintendent will ensure compliance confirmation and will ensure that materials, equipment, and work quality strictly adhere to the requirements of the Contract documents.

2.2.C. Materials, equipment, and work quality not conforming to the requirements of these Technical Specifications shall be considered defective and will be subject to rejection. Defective work material, whether in place or not, or equipment shall be removed immediately from the site by the Contractor, at its expense, when so directed by the COR.

2.2.D. If the Contractor fails to replace any defective or damaged work, materials, or equipment after receiving notice, the COR may cause such work or materials to be replaced by other forces. The replacement expense shall be deducted from the amount to be paid to the Contractor. Defective equipment will not be allowed in the performance of any work.

PART 3 - EXECUTION

3.1. SUBMITTALS REQUIRED PRIOR TO MOBILIZATION

3.1.A. Specific sections detail submittal requirements. The list below are the submittals required prior to full mobilization and prior to starting construction activities.

1. Traffic Control Plan and Permit (Section 01.55.26)
2. Project Schedule (Section 01.31.00)
3. AHAs for all work (Section 01.31.00)
4. Project Manager Qualifications (Section 01.31.00)
5. Project Superintedent Qualifications (Section 01.31.00)
6. Video and Photographs of Existing Conditions (Section 01.32.33)
7. Staging Area/Storage (Section 01.57.00)
8. Sequencing and Scheduling Plan (Section 32.01.29.61)

3.1.B. Once these required submittals have been compliance confirmed by the COR, the Contractor will be allowed to mobilize and begin work.

3.2. USE OF RIGHT-OF-WAY

3.2.A. Limits

1. Construction operations shall be confined to the USIBWC ROW and property outside of our ROW is not to be disturbed unless one of the following applies:
   a. City of El Paso property:
      (1) from Station CW2 1666+29 to Station CW2 1666+91 (Country Club Road)
   b. Access onto City of El Paso property is limited to that required to perform construction. This property shall be treated as USIBWC property for this Contract including revegetating all disturbed areas.
   c. Contractor enters into agreement with landowner
   d. Access is allowed in another Contract Document

3.2.B. It is the Contractor's responsibility to locate and/or verify the areas required for construction beyond the USIBWC ROW, identify the owners of the affected properties, and acquire necessary agreements/easements, prior to commencement of construction, at no additional cost to the USIBWC.

3.2.C. Roads serving the right-of-way, identified as such or not, owned by the USIBWC shall be clear and available to these agencies.

3.2.D. The Contractor shall maintain public pedestrian access, with detour signs and flaggers if necessary, along all concrete pedestrian paths.

3.3. OCCUPANCY OF RIGHT-OF-WAY

3.3.A. Partial Government Occupancy
The Government may need to occupy the right-of-way during the entire construction period, with the exception of areas under construction. The Contractor shall cooperate with the Government during construction operations to minimize conflicts and facilitate Government access. The Contractor needs to maintain existing access to the facility, unless otherwise indicated in the Contract Drawings. The Contractor shall provide not less than 72 hours' notice to the Government of construction activities that will affect any Government activities.

3.3.B. Government Occupancy of Completed Areas of Construction
The Government reserves the right to occupy and to place and install equipment in completed areas of the facility, before Substantial Completion, provided such occupancy does not interfere with completion of

the work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total work.

3.4. WORK RESTRICTIONS

3.4.A. Onsite Work Hours
The Contractor's attention is directed to the Contract Provisions.

3.4.B. Facility Office Hour

1. The working hours of the American Dam Field Office are 7:00 am to 3:30 pm, Monday through Thursday.
2. USIBWC facilities are closed during all Federal Holidays.

--End of Section--

SECTION 01.22.00
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Related Requirements....1
1.3. Reference Standards....1
1.4. Submittals....1
1.5. General....2
1.6. Measurement of Work Completed....2
1.7. Measurement of Quantities....3
1.8. Scope of Payment....3
1.9. Measurement and Payment for Changes in Work....3
1.10. Claim for Price Increase....3
1.11. Progress Payments (Lump Sum CLINs)....4
1.12. Progress Payments (Unit Price CLINs)....4
1.13. Inspection and Progress Payments Not a Waiver of Contract Provisions....5
1.14. Withholdings/Denial of Progress Payment Request....5
1.15. Nonpayment of Materials and/or Construction....6
1.16. Facilities Cost of Money....6
1.17. Liquidated Damages for Delay....6
Part 2 - Products....6
2.1. Schedule of Values....6
Part 3 - Execution (Not Used)....6
--End of Section--....6

1.2. RELATED REQUIREMENTS

1.2.A. Section 00.21.13-Instructions to Bidders

1.2.B. Section 01.29.00-Payment Procedures

1.2.C. Section 01.31.00-Project Management

1.2.D. Section 01.33.00-Submittal Procedures

1.3. REFERENCE STANDARDS

1.3.A. Federal Acquisition Regulation (FAR)

1. FAR Subpart 31.2, Contract Cost Principles and Procedures, Contracts with Commercial Organizations
2. FAR 52.236-2, Differing Site Conditions
3. FAR 52.243-1, Changes - Fixed Price

1.4. SUBMITTALS

1.4.A. Submittals shall be transmitted by the Contractor in accordance with the requirements of Section 01.33.00. The Contractor's Project Manager shall be responsible for certifying that all submittals are in compliance with the Contract requirements.

1.4.B. Required submittals in this Section include:

1. Schedule of Values (For each lump sum CLIN if progress payment(s) will be requested for the lump sum value)

1.5. GENERAL

1.5.A. This Section includes specifications for measurement and payment as they apply to the work, and includes provisions applicable to lump sum prices and unit prices, as indicated.

1.5.B. Measurement methods specified in the individual sections shall govern if they differ from methods specified in this Section.

1.5.C. Costs presented for work under this Contract shall be in line with FAR Subpart 31.2.

1.5.D. Contractor is responsible for using established cost accounting practices to allocate and record all costs associated with this project. Accounting records for this project shall be kept for 6 years after date of final payment.

1.5.E. See Section 00.21.13 1.6. for information about bid items.

1.6. MEASUREMENT OF WORK COMPLETED

1.6.A. It is the Contractor's responsibility to measure and/or compute work completed, subject to verification by the Government, under the terms of the Contract. In computing quantities, the area, number, or percentage as specified in the Contract or the Schedule of Values shall be used. The calculations shall be clear and concise, allowing verification by Government review.

1. The basis for measurement and payment will be described in the individual Section for that item of work.
2. The Contractor shall submit all surveys, measurements, bills of lading or other documents that verify the quantities completed during construction.
3. Do not measure work outside the construction, design, or other adjusted or specified limits.

1.6.B. Estimated Quantities

1. Any estimated quantities provided in the Bid Documents are for comparative bidding only. The Government does not express or imply that the actual amount of work or materials will correspond to the estimated quantities.
2. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the estimated quantities, except as allowed via FAR 52.211-18 Variation in Estimated Quantity, **if** this clause is incorporated into the Contract and applicable to the CLIN covering the work in question.
3. Completion of work in excess of Contract Unit Quantity prior to receiving a Contract Modification or other written direction from the CO is at the Contractor's own risk.
4. Section B of the Contract Provisions would note if FAR 52.211-18 Variation in Estimated Quantity applies to any CLINs. To confirm, FAR 52.211-18 is **not** included in this Contract.

1.6.C. Lump Sum
If the Contract is based on a lump sum bid prices or contains one or more lump sum items for which progress payments are to be made, the Contractor shall prepare and submit a breakdown estimate (Schedule of Values) covering each lump sum item to the COR for approval if progress payment(s) will be requested for the lump sum value.

1.7. MEASUREMENT OF QUANTITIES

1.7.A. Lump sum items are not measured by quantity but by percentage of work completed for progress payments. The Contractor shall determine how to break down the percentage of work in the submission of the Schedule of Values.

1. Lump sum measurement will be for the entire item, unit of work, structure, or combination thereof, as specified and as indicated in the technical section.

1.7.B. Unless otherwise indicated in these Technical Specifications, Measurements for unit priced quantities shall be performed by the following methods.

1. Measurement by Area
   Measured by square dimension using mean length and width or radius or by actual surveyed area.

1.7.C. Common Units

1. Length shall be measured in feet.
2. Area shall be measured in square feet.
3. Height or elevation shall be measured in feet or inches, as appropriate.

1.8. SCOPE OF PAYMENT

1.8.A. Compensation under the terms of the Contract shall be full payment for the work, including loss or damage arising from the nature of the work, action of the elements, or unforeseen difficulties encountered during the prosecution of the work until its final acceptance, and all risks connected with the prosecution of the work.

1.8.B. The compensation constitutes all of the payment for the completion of the work described within the Contract documents, Contract Drawings, and Technical Specifications herein. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, services, Contractor's field office, project oversight, project superintendence, layout surveys, legal descriptions, monumentation, sanitary requirements, testing, safety, submittals, approval of Record Drawings, water supplies, power, maintaining traffic, removal of waste, security, bonds, insurance, transportation, permits, or any other requirements of the Contract documents. Compensation for all such services, materials, and labor shall be included in the price bid for each item in the project.

1.8.C. The compensation will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for the bid item.

1.8.D. Work To Be Done Without Direct Payment

1. Compensation for any portion of the work not specifically identified in the Schedule of Values or Bid Schedule is understood to be included in the price for other items, unless specified in these Technical Specifications as extra or optional work.
2. No additional compensation is allowed for additional shifts or premium pay necessary to ensure that the work is completed within the time limits specified in the Contract.

1.9. MEASUREMENT AND PAYMENT FOR CHANGES IN WORK

Measurement and payment to the Contractor for extra work directed and incorporated by Contract modifications, performed by the Contractor and compliance confirmed by the Government, will be made in accordance with the provisions of the Contract and the Technical Specifications.

1.10. CLAIM FOR PRICE INCREASE

1.10.A. The Contractor does not have an implied right to receive additional compensation for unanticipated conditions.

1.10.B. Any claim for an increase in any Contract Item price shall be based on written notice delivered by the Contractor to the CO and COR promptly and shall state the general nature of the claim.

1. Promptly:
   a. For general work, promptly means not later than 10 calendar days after the start of the event giving rise to the claim.
   b. If Differing Site Conditions (FAR 52.236-2) exist, promptly is before differing site conditions are disturbed.
   c. For items related to FAR 52.234-1, Changes, promptly is within 30 days from receipt of the written change order.
   d. In no event shall the Contractor delay notice to the CO of an event which they believe may cause an increase in price.
2. Notice of the amount of the claim with complete supporting data shall be delivered within 60 days after the original notice was provided (unless the CO allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the Contractor's contractual justification for an increase in price as well as a written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the Contractor is entitled as a result of such event.
3. No claim for an adjustment in any Contract Item price will be valid if not submitted in accordance with the time requirements of this Section, of FAR 52.236-2, or of FAR 52.234-1.

1.10.C. Contractor is responsible for accounting for costs appropriately and for maintaining records, including supporting documentation, adequate to demonstrate that costs claimed have been incurred, are allocable to the Contract, and comply with established cost principles. The CO may disallow all or part of a claimed cost that is inadequately supported.

1.10.D. No item will be paid without a Contract modification.

1.11. PROGRESS PAYMENTS (LUMP SUM CLINS)

1.11.A. The Schedule of Values shall be used to prepare a progress payment (Section 01.29.00) request for the items, or portions of items, of the work completed during the monthly progress period.

1.11.B. As the construction activity progresses, the Contractor will be paid the value based on the percentage associated with the activity in the Schedule of Values.

1.11.C. The progress payments are made to benefit the Contractor. These payments are made based upon preliminary deliverables, preliminary field inspections, preliminary testing data, and/or preliminary surveys. Progress payments do not constitute acceptance of any portion of the work and do not reduce the Contractor’s liability to replace unsatisfactory work, material, or equipment.

1.11.D. No progress payment will be made when, in the judgment of the Government, the work is not proceeding in accordance with the provisions of the Contract.

1.12. PROGRESS PAYMENTS (UNIT PRICE CLINS)

1.12.A. Actual work performed shall be used to prepare progress payment (Section 01.29.00) request for the items, or portions of items, of the work completed during the monthly progress period.

1.12.B. As the Contract activity progresses, the Contractor will be paid the value based on the measurement and payment requirements associated with the unit price CLINs.

1.12.C. The progress payments are made to benefit the Contractor. These payments are made based upon preliminary deliverables, preliminary field inspections, preliminary testing data, and/or preliminary

surveys. Progress payments do not constitute acceptance of any portion of the work and do not reduce the Contractor's liability to replace unsatisfactory work, material, or equipment.

1.12.D. No progress payment will be made when, in the judgment of the Government, the work is not proceeding in accordance with the provisions of the Contract.

1.13. INSPECTION AND PROGRESS PAYMENTS NOT A WAIVER OF CONTRACT PROVISIONS

1.13.A. No inspection, order, measurement, approval modification, payment, acceptance of work or material (including, but not limited to, acceptance of the entire work), time extension, or possession of the work or any part thereof shall be a waiver of any of the terms and conditions of the Contract, the powers reserved by the Government, or any right of the Government to damages or to reject the work in whole or part.

1.13.B. The payment of a progress payment does not constitute acceptance of any portion of the work and does not reduce the Contractor's liability to replace unsatisfactory work, material, or equipment.

1.13.C. An inadvertence or error in an approved progress payment request will not release the Contractor or the Contractor's surety from damages arising from the work covered by the compliance confirmed payment request or from enforcement of every provision of the Contract. The Government has the right to correct any error made in any progress payment.

1.13.D. No breach of this Contract shall be construed a waiver of any other or subsequent breach.

1.13.E. All remedies provided in the Contract shall be cumulative and shall be in addition to all other rights and remedies that may exist at law or in equity.

1.14. WITHHOLDINGS/DENIAL OF PROGRESS PAYMENT REQUEST

1.14.A. The Government may deny a progress payment request and/or withhold money from any progress payment to:

1. Cover any unpaid claims filed.
2. Protect the Government's interest.
3. Pay any fines levied against the work by the Government or other entities.

1.14.B. The Government may also deny a progress payment request and/or withhold money, or modify any progress payment, as necessary to protect the Government from loss due to or affecting enforcement of:

1. Defective work not remedied.
2. Stop notices filed.
3. Failure of the Contractor to make payments properly to Subcontractors for labor, materials, or equipment.
4. Evidence that the work cannot be completed for the unpaid balance of the Contract sum.
5. Evidence that the work will not be completed within the Contract time.
6. Damage to the Government or another Contractor.
7. Failure to carry out the work in accordance with the Contract.
8. Any violation or noncompliance with Contractor's legal responsibilities.

1.14.C. When, under the provisions of the Contract, the Government charges any sum of money against the Contractor, the Government will deduct and retain the amount of such charge from a progress or final payment. If, on completion or termination of the Contract, sums due the Contractor are insufficient to pay the Government charges against the Contractor, the Government has the right to recover the balance from the Contractor or the Contractor's surety.

1.15. NONPAYMENT OF MATERIALS AND/OR CONSTRUCTION

1.15.A. Payment will not be made for any of the following:

1. Materials not surveyed as required in measurement sections of these Technical Specifications.
2. Materials wasted or disposed of in manner not meeting the requirements of these Technical Specifications.
3. Materials and/or construction determined as nonconforming before or after placement.
4. Materials placed beyond lines, levels, and/or limits of required work.
5. Materials remaining on hand after completion of the work, unless specified otherwise.
6. Loading, hauling, and disposing of rejected materials.
7. Materials used to repair construction.

1.15.B. If payment is made, but work is later found to not meet Contract requirements, the Government may require a refund of funds paid, stop all other payments until nonconforming work is brought into compliance, or the Government may correct the work and charge the cost to the Contractor.

1.16. FACILITIES COST OF MONEY

1.16.A. In Contracts awarded via sealed bid solicitations, facilities cost of money is an unallowable cost even if FAR 52.215-17 is not specifically included in this Contract.

1.17. LIQUIDATED DAMAGES FOR DELAY

All parties to the Contract agree that time is of the essence, and that the work shall be completed within the time stated in the Contract. The Contractor's failure to complete the work within the time allowed will result in damages to the Government. It is agreed that the Contractor shall pay to the Government the sum set forth in the Contract for each and every day's delay beyond the time prescribed in the Contract, and the Contractor further agrees that the Government may deduct and retain the amount thereof from any monies due or to become due the Contractor under the Contract.

PART 2 - PRODUCTS

2.1. SCHEDULE OF VALUES

2.1.A. Breakdown each lump sum CLIN into component work activities used in the schedule for which progress payments may be requested.

1. The total costs for the component work activities shall equal the Contract price for that lump sum CLIN.
2. The Government may request data to verify accuracy of dollar values.

2.1.B. Do not break down unit price items. Use only the Contract price for unit price items.

2.1.C. The total cost of all items shall equal the lump sum CLIN price. The Schedule of Values will form the basis for progress payments.

2.1.D. An acceptable Schedule of Values shall be agreed upon by the Contractor and COR before the first progress payment is processed for each applicable CLIN.

PART 3 - EXECUTION

(Not Used)

--End of Section--

SECTION 01.29.00
PAYMENT PROCEDURES

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Related Requirements....1
1.3. Reference Standards....1
1.4. Measurement and Payment....1
1.5. General....2
1.6. SF-1413....2
1.7. Progress Payments....2
1.8. USIBWC Pay Estimate Procedures....3
1.9. Final Payment....5
Part 2 - Products (Not Used)....6
Part 3 - Execution (Not Used)....6
--End of Section--....6

1.2. RELATED REQUIREMENTS

1.2.A. Section 01.22.00-Measurement and Payment

1.2.B. Section 01.29.15-Certified Payroll

1.2.C. Section 01.31.00-Project Management

1.2.D. Section 01.31.13-Project Coordination

1.2.E. Section 01.32.33-Photographic Documentation

1.2.F. Section 01.33.00-Submittal Procedures

1.2.G. Section 01.77.19-Closeout Requirements

1.2.H. Section 01.78.39-Record Drawings

1.3. REFERENCE STANDARDS

1.3.A. Federal Acquisition Regulation (FAR)

1. FAR Subpart 31.2, Contract Cost Principles and Procedures, Contracts with Commercial Organizations
2. FAR 32.904, Determining Payment Due Dates
3. FAR 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
4. FAR 52.222-11, Subcontracts (Labor Standards)
5. FAR 52.232-5, Payments under Fixed-Price Construction Contracts
6. FAR 52.249-10, Default (Fixed-Price Construction)

1.4. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.5. GENERAL

1.5.A. This Section outlines the requirements for construction progress payments on a USIBWC Contract.

1.5.B. Please note that all unit priced CLINs are estimated quantities.

1.6. SF-1413

1.6.A. The Contractor shall ensure that SF-1413 forms have been provided to the COR for all subcontractors used on this project, regardless if they are covered by Davis-Bacon or not.

1.6.B. SF-1413 forms shall be provided within 14 days of signing a subcontracting agreement.

1.6.C. Failure to provide completed SF-1413 forms will result in denial of progress Payments.

1.7. PROGRESS PAYMENTS

1.7.A. Per FAR Clause 52.232-5 Payments under Fixed-Price Construction Contracts, the Government shall make progress Payments monthly as the work proceeds on estimates of work accomplished.

1.7.B. The Contractor shall submit an electronic copy of their pay estimate to the Invoice Processing Platform (IPP) at www.ipp.for.fiscal.treasury.gov. The Contractor's pay estimate is not officially received by the Government until submitted to IPP.

1. The Contractor is required to create an account on IPP and submit their pay estimates through this program.
2. Pdf copies of pay estimates shall be concurrently emailed to the CO and COR upon submission to IPP.

1.7.C. The COR and the Contractor's Project Manager or Superintendent shall meet prior to the Contractor's submittal of their pay estimate and discuss billable quantities/percentage of work completed. It is expected that the COR and the Contractor will reach concurrence on the billable items. Once billable items are agreed upon, both individuals shall sign the Draft 119B. Both parties shall keep copies of the signed document for their records.

1.7.D. After billable items are agreed upon but prior to submission of the pay estimate to IPP, the Contractor shall submit a full pay estimate package to COR for review. Any comments or corrections noted by the COR shall be addressed in the pay estimate package. Corrections to the pay estimate shall be provided to the COR for verification before submission to IPP. Once all comments have been addressed, the pay estimate may be submitted to IPP.

1. A draft review will ensure the pay estimate package submitted to IPP will not require rejection and will assist in determining any retainage and/or deductions required for the pay estimate.

1.7.E. IPP is limited and does not allow the Government to make corrections, take deductions, or assign retainage. Therefore, the Contractor shall make the following changes to their pay estimate prior to submittal to IPP:

1. Per FAR 52.232-5(e) if the CO notifies the Contractor that retainage is to be taken.
2. If the Contractor and the COR agree to deductions.
3. Per FAR 52.232-5(e) once work is substantially complete to ensure adequate protection of the Government for remaining punch list items and deliverables, the COR may limit full payment on some CLINs.
4. Per FAR 52.232-27(e)(2) if the Contractor has taken retainage or withholdings from a subcontractor.
5. Payments submitted to IPP without the correct retainage and/or deductions shall be rejected until these amounts have been corrected in the IPP submission.

1.7.F. Per FAR 32.904 (b)(1)(ii)(B), the constructive acceptance for the Contractor's work covered by the submitted pay estimate shall be 7 days from receipt of a proper pay estimate to the Government.

1. This shall allow USIBWC time to ensure that all documents required to be submitted with the pay estimate covering the billing period in question have been provided, are complete, and do not contain any errors. These documents are required per the terms of these Technical Specifications to complete the items of work for which the Contractor is requesting a progress payment.
2. This constructive acceptance is only applicable to FAR 32.904 and in no way constitutes acceptance of any portion of the work and does not reduce the Contractor's liability to replace unsatisfactory work, material, or equipment.
3. Project acceptance does not occur until the items in Section 01.77.19 have been completed.

1.7.G. All pay estimates submitted to IPP shall be numbered in IPP with the last 5 digits of the Contract number, underscore, and the 2 digit pay estimate number (e.g. C0008_01). A pay estimate resubmitted to IPP shall include a letter (e.g. C0008_01A) immediately after the 2 digit number.

1. Pay estimate numbers shall start at '1' and increase by 1 for each pay estimate submitted.
2. The pay estimate number on all of the IBWC forms, shall just be the number noted above without the Contract number.

1.7.H. Please note that USIBWC usually cannot accept pay estimates the last 2 weeks of September and the first week of October because of the end of the fiscal year. Coordinate your pay estimates around this time period.

1.8. USIBWC PAY ESTIMATE PROCEDURES

1.8.A. The pay estimate procedures shall be discussed in detail with the Contractor at the Preconstruction Conference. The Contractor shall submit complete pay estimate packets including all required supporting documents in order to receive timely Payments. A complete pay estimate includes all of the items detailed in this Section.

1. Only send the following items to IPP at www.ipp.for.fiscal.treasury.gov, the COR, and the CO:
   a. Cover letter
   b. IBWC Form 119, Pay Estimate - Contract Performance
   c. IBWC Form 119B, Pay Estimate Quantities
   d. IBWC Form 152, Pay Item Breakdown
   e. IBWC Form 154, Subcontract's Payment Breakdown
2. In a separate email, send the complete pay estimate to the COR and the CO. The complete pay estimate shall contain:
   a. Cover letter
   b. IBWC Form 119, Pay Estimate - Contract Performance
   c. IBWC Form 119B, Pay Estimate Quantities
   d. IBWC Form 152, Pay Item Breakdown
   e. IBWC Form 154, Subcontract's Payment Breakdown
   f. IBWC Form 153, Monthly Exposure and First Aid Report (for each contractor/sub)
   g. Updated Project Schedule (both pdf and native file with written narrative)
   h. IBWC Form 147, Updated Submittal Register
   i. IBWC Form 148, Log of Photographs with digital photos (if construction took place)

1.8.B. IBWC Form 119A-Contractor Payment Estimate Inventory
This is an optional form. The form provides a checklist of all items required for a complete pay estimate. It is available as an aid in making sure all items of your pay estimate are provided.

1.8.C. Cover Letter
The cover letter shall include the Contract number, Contract name, pay estimate number, pay estimate period, and total earnings to date. The cover letter shall also include the full amount requested along with any pertinent information related to this pay estimate. The cover letter shall include a list of retention held by the Contractor from each subcontractor and supplier. The list shall include pay estimate number, retention for this period, releases for this period, and total retention.

1.8.D. IBWC Form 119-Payment Estimate-Contract Performance
IBWC Form 119 is the Contractor's invoice to the Government. All other forms provided are backup data. The Contractor shall verify that the header data is correct and then sign this form to certify that this is a valid payment against the Contract.

1.8.E. IBWC Form 119B-Pay Estimate Quantities
All Contract line items (CLINs) shall be listed on Form 119B. When partial payments are required for lump sum items, the billable work defined in the compliance confirmed Schedule of Values (Section 01.22.00) shall be listed instead of the lump sum CLIN.

1. This form is what is used by the Government to pay the Contractor. This report needs to be accurate and up-to-date.
2. Whenever possible, the Contractor shall bill in whole number increments.
3. Provide a survey report or backup of calculations to verify the quantities requested for payment of unit price items.

1.8.F. IBWC Form 152-Pay Item Breakdown
The same CLINs/work items shall be listed on Form 152 as on Form 119B. All columns shall be filled out to represent the current project status.

1.8.G. IBWC Form 154-Subcontractors' Payment Breakdown
The Contractor must fill out this form in its entirety. The Contractor shall ensure that SF-1413s have been provided to the COR for all subcontractors used on this project and that subcontractors have been checked against the Government's debarment list.

1. FAR 52.222-11 requires that all subcontractors, at any tier, are required to submit fully executed SF-1413s upon award of a subcontract.
2. FAR 52.209-6 requires Contractors to verify that they are not entering into subcontracts in excess of $30,000 with Contractors who have been debarred, suspended, or proposed for debarment by the Federal Government.
3. Do not include suppliers on this form; only include subcontractors.

1.8.H. IBWC Form 153-Monthly Exposure and First Aid Report

1. A separate Form 153 shall be submitted for the Contractor and for every subcontractor on the jobsite. This is required for all Contract periods when workers are onsite.
2. Subcontractor forms shall be signed by an authorized party of each subcontractor.

1.8.I. Progress Schedule
An updated progress schedule shall be submitted with the Contractor's pay estimate. Section 01.31.00 1.16.D. details the requirements of the Progress Schedule. This schedule is not considered to be a submittal.

1. The date to be used for providing progress shall be the last work day of the pay estimate period.

1.8.J. IBWC Form 147-Submittal Register
A complete and up-to-date submittal register shall be submitted with the Contractor's pay estimate. Section 01.33.00 details the requirements of the submittal register. This submittal register is not considered to be a submittal.

1. The submittal register shall be current through the last day of the pay estimate period.

1.8.K. Construction Photos and IBWC Form 148-Log of Photographic Documentation

1. Photos shall be correctly named per Section 01.32.33 2.2.C.
2. All photos provided by the Contractor shall be accurately listed.
3. The photographs, files, and Form 148 are not considered to be a submittal.
4. See Section 01.32.33 3.2. for more details.

1.8.L. Other Documents Maintained

The Contractor shall ensure that the following documentation has been maintained or provided to the COR, if applicable, for the time period covered by the pay estimate. Failure of the Contractor to submit required quality control, safety, and environmental data to the Government can result in retainage by the Government of up to 10% of the pay estimate

1. The Contractor shall ensure that all Daily Contractor Quality Control Reports (IBWC Form 163), Weekly Toolbox Safety Meetings (IBWC Form 164), Concrete Placement Cards (IBWC Form 238), and other safety reports have been provided to the COR and kept up to date.
2. IBWC Form 161-Actual Weather and Working Conditions Report
   The COR will provide the initial IBWC Form 161 for the project. Weather day documentation on IBWC Form 161 is to be noted each time a weather day is experienced. The Contractor and the COR should agree on the number of adverse weather days each month. Upon acknowledgment of the Notice to Proceed and continuing throughout the end of the Contract, the Contractor shall record actual adverse weather days on a calendar day basis (including weekends and holidays).
   a. The Contractual basis for granting time extensions due to inclement weather is in Contract Clause 52.249-10, entitled Default (Fixed-Price Construction). Administration of the Default Clause is prescribed in Time Extensions for Unusually Severe Weather. This special condition provides a listing of monthly anticipated adverse weather calendar days for the geographical location of the project. For each month, the adverse weather days are to be noted on the documentation form. At the end of the monthly documentation, the total number of working days lost (due to adverse weather) is converted on the record form into calendar days for granting a time extension. The conversion factor is determined as a ratio of the number of days in a week (7) to the number of workdays in a week. For example, if a Contractor works a normal 5-day workweek, the conversion factor is 7/5; if a Contractor works a 6-day workweek, the conversion factor is 7/6.
   b. In recording whether a day is lost due to adverse weather, it is important to realize that a whole day is lost if work is prevented for 50% or more of the day and the work is critical to timely completion of the project.
   c. If a time extension is justified due to adverse weather, the COR will forward the documentation record to the CO. The Contractor cannot assume that just because IBWC Form 161 is completed that these days are automatically added to the Contract. A Contract modification must occur before the time is officially added to the Contract.

1.8.M. No request for payment of stored materials is anticipated nor allowed for this Contract.

1.9. FINAL PAYMENT

The Government shall pay the final amount due to the Contractor under this Contract after the completion and acceptance by the Government of all work, after the Contractor submits a final pay estimate, and after the Contractor submits a release of all claims against the Government (reference FAR 52-232-5(h)).

PART 2 - PRODUCTS
(Not Used)

PART 3 - EXECUTION
(Not Used)

--End of Section--

SECTION 01.29.15
CERTIFIED PAYROLL

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Related Requirements....1
1.3. Reference Standards....1
1.4. Record Documents....2
1.5. Measurement and Payment....2
1.6. General....2
1.7. Definitions....2
1.8. Project Wages....3
1.9. Certified Payrolls....3
1.10. Payroll Deductions....4
1.11. Paid Sick Leave....4
Part 2 - Products (Not Used)....5
Part 3 - Execution....5
3.1. Certified Payrolls....5
--End of Section--....5

1.2. RELATED REQUIREMENTS

1.2.A. Section 00.60.00-USIBWC Forms and Standard Documents

1.2.B. Section 00.70.00-Delivery of Data to USIBWC

1.3. REFERENCE STANDARDS

1.3.A. Code of Federal Regulations (CFR)

1. 29 CFR Parts 1, 3, 5, 6, 7, 10, and 13

1.3.B. Federal Acquisition Regulation (FAR)

1. FAR 22.403-2 Wages, Fringe Benefits, and Overtime
2. FAR 22.403-6 Department of Labor Regulations Involving Construction
3. FAR Subpart 22.21 - Establishing Paid Sick Leave For Federal Contractors

1.3.C. United States Code (USC)

1. Age Discrimination in Employment Act of 1967, 29 USC 634
2. Americans with Disabilities Act (ADA) of 1990, 42 USC 12101 et seq.
3. Title VII of the Civil Rights Act of 1964, 42 USC Chapter 21
4. Contract Work Hours and Safety Standards Act (CWHSSA), 40 USC 3701-3708
5. Copeland "Anti-Kickback" Act, 18 USC 874
6. Davis Bacon Act (DBA), 40 USC 3141-3148
7. Fair Labor Standards Act Of 1938 (FLSA), 29 USC 201, et. seq.
8. Family and Medical Leave Act, 29 USC Chapter 28
9. National Labor Relations Act, 29 USC 151-169

10. Occupational Safety and Health Act (OSHA) of 1970, 29 USC Chapter 15
11. Section 503 of the Rehabilitation Act of 1973, 29 USC 701
12. Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 USC 4212

1.4. RECORD DOCUMENTS

1.4.A. Required documents to be provided to Government in this Section include:

1. Certified payrolls for all contractors and subcontractors onsite that fall under Davis Bacon Act.
2. IBWC Forms 227, Wage Deduction Authorization

1.5. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.6. GENERAL

1.6.A. This Section is used to promote procurement with responsible sources who comply with labor laws. Labor laws are designed to promote safe, healthy, fair, and effective workplaces.

1.6.B. Work on this project shall meet the labor regulations delineated in FAR 22.403-6 which includes Title 29, Subtitle A, Code of Federal Regulations, Parts 1, 3, 5, 6, 7, 10, and 13.

1.6.C. Work on this project shall meet the labor law requirements of:

1. Age Discrimination in Employment Act of 1967
2. Americans with Disabilities Act (ADA) of 1990
3. Title VII of the Civil Rights Act of 1964
4. Contract Work Hours and Safety Standards Act (CWHSSA)
5. Copeland "Anti-Kickback" Act
6. Davis Bacon Act (DBA) including Construction Wage Rate Requirements under 40 USC Chapter 31 and under 29 CFR Parts 1, 3, and 5
7. Fair Labor Standards Act Of 1938 (FLSA)
8. Family and Medical Leave Act
9. National Labor Relations Act
10. Occupational Safety and Health Act (OSHA) of 1970
11. Section 503 of the Rehabilitation Act of 1973
12. Vietnam Era Veterans' Readjustment Assistance Act of 1974
13. 29 CFR Parts 1, 3, and 5

1.7. DEFINITIONS

1.7.A. The term "laborer or mechanic" is defined in 29 CFR 5.2(m) and includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Working foremen who devote more than 20% of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of 29 CFR Part 541, are laborers and mechanics for the time so spent.

1.7.B. The term "site of the work" is defined in 29 CFR 5.2(l) and includes the physical place or places where the work called for in the Contract will remain and any other site where a significant portion of the work is constructed, provided that such site is established specifically for the performance of this project.

1.8. PROJECT WAGES

1.8.A. Wages equal to or exceeding the Contract's DBA wages shall be paid to all laborers and mechanics working at the site of work.

1.8.B. Wages equal to or exceeding the current Federal minimum wage shall be paid to all workers performing work on or in connection with this Contract. "In connection with" this Contract has been defined by DOL as performing at least 20% of their hours in any given week related to this Contract.

1.8.C. The Contractor shall be aware that the Federal minimum wage is often higher than many DBA labor categories. The Contractor shall pay the higher of the Federal minimum wage or the Davis-Bacon wage rate.

1.8.D. The Contractor shall also be aware that the Federal minimum wage, unlike the DBA wage, can only be met through paid wages and not by any payments as defined in FAR 22.406-2(a)(2) or (a)(3) to bona fide plans or programs.

1.8.E. The Contractor shall also be aware that the Federal minimum wage is adjusted each calendar year. The new rate is usually published in September to become effective in January. While DBA wage rates remain constant throughout the life of the Contract, the Contractor is required to abide by the new Federal minimum wage that is published each year.

1.9. CERTIFIED PAYROLLS

1.9.A. All Contractor payrolls shall meet the requirements of the Davis-Bacon Act (DBA), the Fair Labor Standards Act (FLSA), the Contract Work Hours and Safety Standards Act (CWHSSA), and the Copeland "Anti-Kickback" Act in effect at the time this Contract was executed as well as the current Federal minimum wage.

1. The FAR now references "Construction Wage Rate Requirements" or "Wage Rate Requirements (Construction)" where it previously referenced DBA. Construction Wage Rate Requirements are covered by 40 USC Chapter 31. DBA is 40 USC Chapter 31 Subchapter IV.
2. References to DBA in these Technical Specifications shall not limit contract clause and FAR references to "Construction Wage Rate Requirements" or "Wage Rate Requirements (Construction)."

1.9.B. The Contractor shall submit weekly, for each week in which any Contract work is performed, a copy of all payrolls. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers shall not be included on weekly submittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number).

1. Payrolls shall be numbered consecutively for each week.
2. All weeks shall be accounted for with payroll reports from the first payroll to the final payroll.

1.9.C. The required weekly payroll information may be submitted in any form desired. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Optional Form WH-347 is a Wage and Hour form available to Contractors on www.dol.gov/whd/forms/wh347.pdf.

1. During weeks in which no Contract work is performed by the Contractor or subcontractors, a Nonperformance Payroll Report (IBWC Form 228) may be submitted in lieu of WH-347 or certified payroll report.

1.9.D. Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the Contractor, subcontractor, or their agent who pays or supervises the Payment of the persons employed under the Contract. This Statement of Compliance is why the payroll is usually referred to as "certified payroll."

1. The Contractor may use IBWC Form 226 (Statement of Labor Compliance) to fulfill this requirement.

1.9.E. If the Contractor makes any Payments as defined in FAR 22.406-2(a)(2) or (a)(3) to bona fide plans or programs and they exclude those Payments in overtime calculations, include a breakdown of said Contractor paid "hourly cash equivalent" Payments (FAR 22.406-2(b)(2)).

1.9.F. Department of Labor's (DOL) administrative policy excludes bona fide owner-operators of trucks who are independent Contractors from DBA/CWHSSA provisions concerning their own hours of work and rate(s) of pay. These truck "owner-operators" must be reported on weekly payrolls but the payrolls do not need to show the hours worked or rates: only the notation "Owner-operator." Note that any laborers or mechanics, including truck drivers, employed by the owner-operator/independent Contractor are subject to DBA/CWHSSA provisions in the usual manner.

1. The Contractor shall complete IBWC Form 232, Owner-Operator Payroll Listing, for all owner-operator trucks on the jobsite each week.
2. Each owner-operator shall complete an IBWC Form 231. These forms shall be provided to the COR the first week that any owner-operator is on the site.

1.10. PAYROLL DEDUCTIONS

1.10.A. The Contractor must submit IBWC Form 227 with the first payroll of any Davis-Bacon covered employee prior to taking deductions from their wages.

1.10.B. The following deductions from Davis-Bacon wages are allowed by law:

1. Deductions for social security or federal or state income tax withholding.
2. Deductions for bona fide prepayment of wages.
3. Deductions for court ordered payments.
4. Deductions for contributions to fringe benefit plans, provided that the deduction is not prohibited by law, that it is either voluntarily consented to by the employee in writing in advance of the time the work is done or provided for in a collective bargaining agreement, that no profit or other benefit is obtained by the Contractor and that the deduction serves the convenience of the employee.
5. Deductions for purchase of US savings bonds when voluntarily authorized by the employee.
6. Deductions to repay loans or to purchase shares in a credit union.
7. Deductions voluntarily authorized for contributions to organizations such as the Red Cross, United Way, or similar charitable organizations.
8. Deductions to pay union initiation fees and membership dues, not including fines or special assessments, provided that a collective bargaining agreement provides for such deductions and the deductions are not otherwise prohibited by law.
9. Deductions for the reasonable cost of board, lodging, or other facilities.
10. Deductions for the cost of safety equipment purchased by the employee if such equipment is not required by law to be furnished by the employer, if such deduction is not prohibited by FLSA or other law and if the cost on which the deduction is based does not exceed the actual cost to the employer.

1.11. PAID SICK LEAVE

Under FAR Subpart 22.21, all employees covered by FLSA or DBA, including employees exempt from FLSA's minimum wage and overtime provisions, are to be paid a minimum of 1 hour of sick leave for every 30 hours worked on, or in connection with, this Contract.

PART 2 - PRODUCTS
(Not Used)

PART 3 - EXECUTION

3.1. CERTIFIED PAYROLLS

3.1.A. The Contractor shall submit weekly a copy of all payrolls and shall submit copies of IBWC Forms 227 to the COR. These files shall be submitted as electronic, pdf, copies. The Contractor shall ensure that the electronic copies are legible and that they meet Section 00.60.00 3.2. and Section 00.70.00 1.5.

3.1.B. Payrolls for each week by each Contractor and subcontract as well as IBWC Form 227 shall all be submitted in separate pdf files.

3.1.C. Use consistent naming for like documents. Once the filename for a file type has been established, do not change it. Recommended filename terms include:

1. Contractor Name CPR ### WE 20261213.pdf for payrolls.
2. Last Name, First Name Form 227 191BWCxxCxxxx 20261213.pdf for Form 227. Date shall be date form was signed.

--End of Section--

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SECTION 01.31.00
PROJECT MANAGEMENT

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1.2. RELATED REQUIREMENTS

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1.2.B. Section 00.70.00-Delivery of Data to USIBWC

1.2.C. Section 01.31.13-Project Coordination

1.2.D. Section 01.33.00-Submittal Procedures

1.2.E. Section 01.51.00-Temporary Utilities

1.2.F. Section 01.57.00-Temporary Controls for Work Areas

1.2.G. Section 01.57.19-Temporary Environmental Controls

1.3. REFERENCE STANDARDS

1.3.A. Code of Federal Regulations (CFR) / Occupational Safety and Health Administration (OSHA)

1. 29 CFR 1904, Recording and Reporting Occupational Injuries and Illnesses

2. 29 CFR 1910, Occupational Safety and Health Standards
3. 29 CFR 1926, Construction Standards

1.3.B. Federal Acquisition Regulation (FAR)

1. FAR 52.211-10, Commencement, Prosecution and Completion of Work
2. FAR 52.236-2, Differing Site Conditions
3. FAR 52.236-15, Schedules for Construction Contracts
4. FAR 52.243-4, Changes
5. FAR 52.246-12, Inspection of Construction

1.3.C. Occupational Safety and Health Administration (OSHA)

1. OSHA Instruction TED 01-00-015 [TED 1-0.15A], Section V

1.3.D. United States Army Corps of Engineers (USACE)

1. USACE Safety and Health Requirements Manual, EM 385-1-1, November 30, 2014 with April 9, 2015 update

1.3.E. United States Code (USC)

1. Consumer Product Safety Act, 15 USC 2051-2089
2. Federal Hazardous Substances Act, 15 USC 1261-1278

1.4. SAFETY REFERENCES

1.4.A. The Contractor shall comply with all provisions of the "US Army Corps of Engineers Safety and Health Requirements Manual," EM 385-1-1 and with all applicable regulations of the Occupational Safety and Health Administration (OSHA), 29 CFR 1910, Occupational Safety and Health Standards and 29 CFR 1926, Construction Standards.

1. The USACE EM 385-1-1 can be obtained from www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf?ver=2015-04-09-142531-467 or procured by the Contractor from the US Government Printing Office, Superintendent of Documents, PO Box 371954, Pittsburgh, PA 15250 7954. Limited copies may be obtained from your local USACE office.
2. The OSHA 29 CFR 1910 and 29 CFR 1926 can be accessed at www.osha.gov or www.govinfo.gov/app/collection/CFR.

1.4.B. Toolbox safety meeting resources include, but are not limited to:

1. The Center for Construction Research and Training (CPWR) at www.elcosh.org.
2. OSHA Safety and Health Topics at www.osha.gov/SLTC.

1.5. SUBMITTALS

1.5.A. Submittals shall be transmitted by the Contractor in accordance with the requirements of Section 01.33.00. The Contractor's Project Manager shall be responsible for certifying that all submittals are in compliance with the Contract requirements.

1.5.B. Required submittals in this Section include:

1. Project Manager Qualifications
2. Project Superintendent Qualifications
3. Activity Hazard Analyses (AHA)
   Within 15 calendar days of NTP, the Contractor shall submit the Activity Hazard Analyses (AHA) for review.

4. Project Schedule
   Within 15 calendar days of NTP, the Contractor shall submit the project schedule for review.

1.5.C. Submittals required if applicable in this Section include:

1. Safety Data Sheets (SDS)

1.6. RECORD DOCUMENTS

1.6.A. Required documents to be provided to Government in this Section include:

1. Contractor Daily Reports (IBWC Form 163)
2. Quality Control Logs and Inspections (Forms required by these Technical Specifications)
3. IBWC Form 163-A, Equipment Mobilization/Demobilization
4. Weekly Toolbox Safety Meetings
5. Incident and Accident Reports

1.7. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.8. GENERAL

1.8.A. This section covers project management for field supervision, safety compliance, quality control, and staging areas.

1.8.B. The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities.

1.8.C. The Contractor shall keep the jobsite free from safety and health hazards and ensure that its employees, as well as those of its subcontractors, are competent and adequately trained in all safety and health aspects of the job.

1.9. PROJECT MANAGER QUALIFICATIONS AND DUTIES

1.9.A. The Project Manager shall be the primary person in charge and responsible for delivery of the project in accordance with the Contract requirements. The Project Manager shall have full authority to administer the Contract. The Project Manager is <u>not</u> required to be on site fulltime as the work is performed.

1.9.B. The Project Manager shall be responsible for reviewing and certifying that all submittals are in compliance with the Contract requirements.

1.9.C. Project Manager Qualifications

1. The Project Manager must have at least 5 years of experience managing highway projects of similar scope and complexity.
2. Provide a resume demonstrating the Project Manager's experience for this type of project.

1.10. PROJECT SUPERINTENDENT QUALIFICATIONS AND DUTIES

1.10.A. The Project Superintendent shall be <u>present on site fulltime</u> as the work is performed, have full authority to make the final decisions on behalf of the Contractor, and communicate these decisions directly to USIBWC.

1.10.B. The Project Superintendent is the first point of contact for the USIBWC COR at the site.

1.10.C. The Project Superintendent reports directly to the Project Manager.

1.10.D. The Project Superintendent shall also serve as the Contractor's quality control and safety inspector.

1.10.E. Project Superintendent Qualifications

1. The superintendent shall have a minimum of 5 years of experience in supervising projects of similar scope and magnitude.
2. The superintendent shall have a minimum of 3 years safety work on similar projects.
3. Training in CPR and first aid.
4. Provide a resume and training certificate demonstrating the Project Superintendent's experience meets the requirements above.

1.10.F. Quality Control Duties

1. The Project Superintendent shall be responsible for the overall quality of the project, performing daily inspections, preparation of submittals, and monitoring the quality of the work.

1.10.G. Safety Duties

1. The Project Superintendent shall also serve as the safety officer responsible for safety surveillance, inspections, and safety enforcement.
2. Conduct daily safety and health inspections, identify hazards, and take corrective actions.
3. Implement AHAs.
4. Ensure subcontractor compliance with safety and health requirements.
5. The Project Superintendent shall have the authority to stop unsafe work.

1.11. INSPECTION OF CONSTRUCTION

1.11.A. Contractor Overall Responsibility

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract clause in FAR 52.246-12, Inspection of Construction. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with the Contract requirements. The system shall cover all construction operations, both onsite and offsite and shall be keyed to the proposed construction sequence.

1.11.B. The Project Superintendent shall perform daily inspections to ensure work is progressing efficiently and in compliance with Contract requirements The checks shall be made a matter of record in the daily report documentation.

1. Final checks shall be conducted and all deficiencies corrected prior to the start of next step or feature of work.
2. The Contractor shall not build upon or conceal nonconforming work.

1.11.C. Project Control Coordination Meeting

1. After the Preconstruction Conference and before start of construction, the Contractor shall meet with the Government COR and discuss the Contractor's inspection requirements.
2. During the meeting, a mutual understanding will be developed of the requirements, including the forms for reporting, activities, payments, payroll, and the interrelationship of Contractor's management and control with the Government's Quality Assurance (QA).
3. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the COR. The minutes shall become a part of the Contract file.

1.11.D. Inspection Documentation

1. The Contractor shall maintain current records providing factual evidence that required quality control and safety activities have been performed. These records shall include the work of subcontractors and suppliers and shall include, as a minimum, the following information:
   a. Weather Conditions at the Worksite

(1) When determining minimum and maximum temperatures at the worksite, thermometers placed onsite shall be used. Use of weather.com or other online weather services is not valid for determining the worksite temperature.

b. Contractor/subcontractor and their area of responsibility.

c. Operating plant/equipment with hours worked, idle, or down for repair.

d. Identification of equipment mobilized or demobilized from the worksite. Complete IBWC Form 163-A for each piece of equipment.

e. Work performed each day, giving location, description and by whom.

f. Quality control activities performed and references to Technical Specifications/Contract Drawing requirements, as applicable. List deficiencies noted along with corrective action.

g. Quantity of materials, as appropriate, received at the site with statement as to acceptability, storage, and reference to Technical Specifications/Contract Drawing requirements. For lump sum priced line items, quantity of materials received is usually not relevant; however, the CQC shall still make notes of items received, acceptability, storage, etc.

(1) Include copies of all delivery tickets, load manifests, etc. received with delivery of items.

h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

i. Instructions given/received and conflicts in Contract Drawings and/or Technical Specifications.

j. Contractor's verification statement.

2. Records shall indicate a description of trades working on the project, the number of personnel working, weather conditions encountered, and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the Contract.

3. IBWC Form 163, Contractor's Daily Quality Control Report, shall be used to document this data.

a. The report number shall be that of the Contract day. The day that the NTP is issued is day zero. Each day thereafter is counted whether the Contractor works that day or not.

(1) If the report is for a single day, the report number is simply the Contract day number.

(2) If the report is for a period of no work, the report number shall span the days covered. For example, a week of no work could have a report number of 024-030.

b. At a minimum, 1 report shall be prepared and submitted for every 7 calendar days of no work and on the last day of a no work period. The first report following a day of no work shall be for that day only. Days of work and no work cannot be combined on a report.

c. All calendar days shall be accounted for throughout the life of the Contract.

d. A pdf copy of Form 163 shall be emailed to the COR daily on the following business day after the date(s) covered by the report.

4. IBWC Form 163 shall be signed and dated by the Project Superintendent. The report shall include separate attachments for inspection logs, reports and copies of reports prepared by subcontractors.

1.11.E. Notification of Noncompliance

The Government will notify the Contractor of any detected noncompliance with the Contract requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the worksite, shall be deemed sufficient for the purpose of notification. Any required corrective action shall be at the Contractor's expense.

1.12. DEFINABLE FEATURE OF WORK

1.12.A. A definable feature of work (DFOW) is a task that is separate and distinct from other tasks, has separate quality control requirements, and is continuous in location of work. It could be identified by different trades or disciplines or it could be work by the same trade in a different environment. Although each

section of the Technical Specifications may generally be considered as a definable feature of the work, there is frequently more than one definable feature under a particular section.

1. All CLINs are comprised of at least one definable feature of work.
2. The following minimum DFOWs are identified for this project: mobilization, traffic control, expansion joint removal/replacement, concrete repair, surveying, and site cleanup/demobilization.

1.12.B. Each definable feature of work requires an AHA.

1.13. SAFETY

1.13.A. The Contractor is responsible for being cognizant of and ensuring compliance with the safety requirements set forth in this Section. Such responsibility shall apply to both the Contractor's operations and those of the Contractor's subcontractors.

1.13.B. Personnel Protective Equipment (PPE)

1. Minimum PPE for the tasks to be performed shall be worn at all times by construction personnel.
2. At all times within the construction site, a hard hat, Class 2 safety vest, and protective footwear, at a minimum, shall be worn by construction personnel.
3. Prior to entering into the construction site, the construction personnel shall be informed of the minimum required PPE, trained, and PPE provided, if applicable.

1.13.C. Noncompliance

1. When violations of the safety and health requirements contained in these Contract documents or safety standards are called to the Contractor's attention by the Government, the Contractor shall immediately correct the condition to which attention has been directed. Such notice, either oral or written, when served on the Contractor or the Contractor's representative(s), shall be deemed sufficient.
   a. In the event the Contractor fails or refuses to promptly comply with the compliance directive issued above, the Government may issue an order to stop all or any part of the work. When satisfactory corrective action is taken, an order to resume work will be issued.
   b. The Contractor shall not be entitled to any extension of time nor to any claim for damage or to additional compensation by reason of either the directive or the stop order.
   c. Failure of the Government to order discontinuance of any or all of the Contractor's operations shall not relieve the Contractor of the Contractor's responsibility for the safety of personnel and property.

1.13.D. Reporting Requirements

1. Monthly Exposure Report
   Monthly exposure reporting on IBWC Form 153 is required to be attached to all pay estimates. This report is a compilation of employee hours worked for each month for all site workers, both prime and subcontractor. A separate IBWC Form 153 shall be completed for each Contractor and subcontractor on the jobsite. Each subcontractor must sign their own form; the Prime Contractor shall not sign exposure reports for the subcontractors.
2. Notification
   The Contractor shall notify the COR within 2 hours of any accident meeting the definition of OSHA recordable accident or mishap. Initial notification shall include:
   a. Contractor's name
   b. Contract number
   c. Name of activity being performed
   d. Specific location where incident occurred
   e. Date and time of incident

f. Names of personnel injured
g. Extent of property damage, if any
h. Brief description of incident (to include type of construction equipment used, personal protective equipment used, etc.)

3. For OSHA recordable accidents, the Contractor shall conduct a suitable investigation and complete the OSHA Form 300, latest edition.
   a. A copy of OSHA Form 300, the accident investigation, clearance or review of any medical personnel, any police reports, and any other pertinent information shall be provided to the COR within 5 calendar days of the accident.
   b. A copy of all OSHA notifications, communications, citations, and/or reports shall be provided to the COR within 2 business days of receipt or transmission by the Contractor.
   c. The CO and the COR shall be considered Government representatives as detailed in 29 CFR 1904.40. As such, they have full access to all records that must be kept under Part 1904.
   d. Any recommended changes to the APP or AHAs shall be submitted as normal Contract submittal revisions.
4. OSHA Citation and Violations
   The Contractor shall provide the COR with a copy of each OSHA citation, OSHA report, and Contractor response with 48 hours of receipt or mailing. The Contractor shall correct violations and citations promptly and provide written corrective actions to the COR.

1.14. ACTIVITY HAZARD ANALYSIS

1.14.A. The Contractor shall submit site specific Activity Hazard Analyses (AHA) to the COR for review and compliance confirmation with the standards referenced above.

1.14.B. AHAs shall be developed for each Definable Feature of Work (DFOW) and shall be specific to the work being performed on this project. Having the employees who perform the work aid in developing the AHAs is extremely advantageous.

1. Only 1 AHA shall be provided and used for each DFOW. AHAs shall be updated whenever better working practices or additional hazards are identified.
2. At a minimum, AHAs shall include: DFOW, Contract number, date prepared, indication if AHA is new or updated/revised, location, name and title of person who prepared AHA, name and title of person who reviewed AHA, PPE required, job steps, hazards, controls, equipment to be used, training requirements, competent/qualified personnel names, safety inspection requirements, and any applicable notes.
3. The same form/format shall be used on all AHAs.

1.14.C. Jobsite mobilization will not be permitted until all the AHAs have been compliance confirmed by the COR.

1.14.D. Should any hazard become evident, stop work in the area, secure the area, and develop a plan to remove the hazard. Notify the COR within 24 hours of discovery. In the interim, take all necessary action to restore and maintain safe working conditions to safeguard onsite personnel, visitors, the public, and the environment.

1.15. COMPLETION OF WORK INSPECTIONS

1.15.A. Contractor Inspection
At the completion of all work or any increment thereof established by a completion time stated in the FAR Clause 52.211-10, entitled "Commencement, Prosecution and Completion of work," or stated elsewhere in the Contract documents, the Superintendent shall conduct an inspection of the work and develop a "Contractor’s Punch List" of items of work which do not conform to the Contract documents.

Such a list of deficiencies shall be included in the daily documentation and shall include the estimated date by which the deficiencies will be corrected.

1. The Superintendent shall make a second inspection to ascertain that all deficiencies have been corrected and so notify the Government.
2. These inspections and any deficiency corrections required by this paragraph will be accomplished within the time stated for completion of the entire work.

1.15.B. Contractor and Government Pre-Final/Final Inspection

The Superintendent, or other primary management person, and the Government will be in attendance at this inspection. The Pre-Final Inspection will be formally scheduled by the Government based upon notice from the Contractor. This notice will be given to the Government at least 2 calendar days prior to the Pre-Final Inspection. The notice must include the Contractor's assurance that all deficiencies listed in the "Contractor's Punch List" developed during the Contractor Inspection phase have been corrected and all Contract work is complete and acceptable by the date scheduled for the Pre-Final Inspection.

1. Failure of the Contractor to have all Contract work acceptably complete will be cause for the Government to cancel the inspection.
2. At this inspection the Government will develop a "Government's Punch List" of incomplete and/or unacceptable work performed under the Contract and will subsequently furnish this list to the Contractor.
3. The Government, at its option, may accept this inspection as the final acceptance inspection if in its opinion, the completion status of the inspected facilities and other work performed under the Contract, warrant this consideration.
4. Failure of the Government to detect and list all incomplete and/or unacceptable work during this inspection will not relieve the Contractor from acceptably performing all work required by the Contract documents.

1.15.C. Contractor and Government Final Acceptance Inspection

The Superintendent or other primary management person, and the Government will be in attendance at this inspection. The final acceptance inspection will be formally scheduled by the Government based upon notice from the Contractor that all items in the "Government's Punch List" developed during the Pre-Final Inspection phase have been corrected.

1. Failure of the Contractor to have all Contract work acceptably complete for this final acceptance inspection will be cause for the Government to cancel the inspection. This inspection will be considered another Contractor and Government Pre-Final Inspection and the Contractor must schedule another Contractor and Government Final Acceptance Inspection after all items have been corrected.
2. Otherwise, this inspection will be considered a Contractor and Government Final Acceptance Inspection if all items in the "Government's Punch List" and all other work are considered acceptably complete by the Government.

1.15.D. City of El Paso Final Inspection

The Country Club Bridge is owned by the City of El Paso. A Certificate of Completion from the City of El Paso must be obtained for project completion. The Contractor shall arrange for the City to inspect the completed work or to attend the Government's inspection.

1.16. SCHEDULE

1.16.A. Description / Purpose

1. Pursuant to the Contract clause entitled "Construction Program" and FAR 52.236-15, Schedules for Construction Contracts, the Contractor shall prepare a schedule which shall reflect completion of all work under this Contract and shall include allotted time for related construction activities by other agencies within the allotted Contract period.

2. The first compliance confirmed schedule that properly shows all construction activities within the Contract period shall be the base project schedule.
3. The Contractor shall show their actual planned sequence and duration for work tasks required to complete this project. The base schedule is required to assure adequate planning and execution of the work and to assist the Government in appraising the reasonableness of the proposed schedule and evaluating progress of the work both before and during construction.
   a. Jobsite mobilization will not be permitted to take place by the Contractor until the project schedule is compliance confirmed by the Government.

1.16.B. Project Schedule Requirements

1. The Contractor shall provide a project schedule that captures the entire project duration and required sequence of tasks to be performed. The project schedule is not required to be a CPM schedule nor developed using scheduling software.
   a. The schedule may be created as a simple bar chart with a spreadsheet, a word processor, etc. See Figure 3 below as an example.

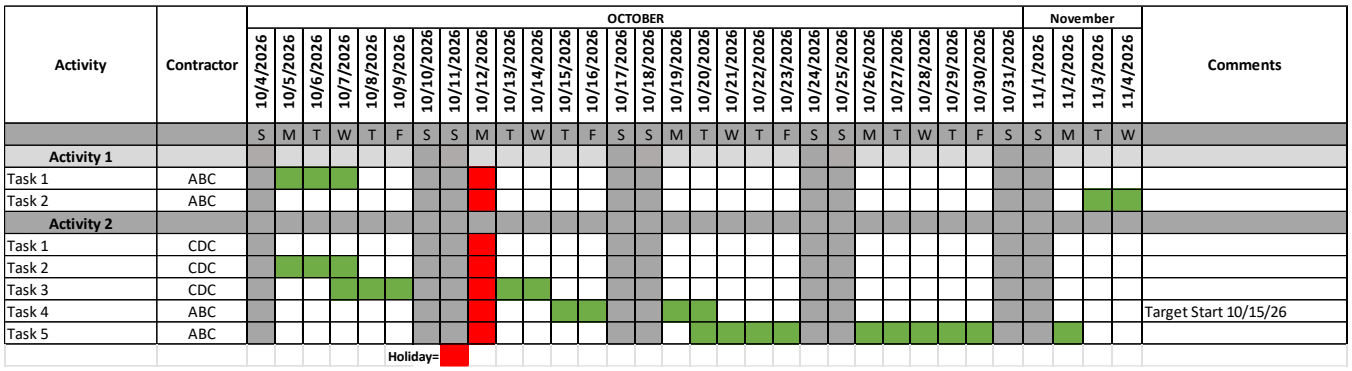

Figure 3 - Example of Bar Chart Schedule

2. Schedule submittal shall include a half sized pdf file and the schedule file in the native format.
   a. Half sized sets shall be ANSI B (11" x 17"). The schedule shall be drawn so that half sized sets are fully legible and that diagrams and notes can be clearly understood.
   b. Whenever the schedule requires more than one sheet of paper, regardless of size, each sheet shall have fully identified columns, rows, titles, and dates.
   c. All abbreviations shall be defined.
   d. Each schedule shall show a revision date.
3. Narrative
   a. The Contractor shall submit a narrative with the project schedule which shall include, but not be limited to, proposed working hours for construction, a description of the critical activities to avoid delays, and assumptions made in the schedule.
4. Timeframe
   Proposed durations assigned to each activity/task shall be the Contractor's best estimate of time required to complete the activity considering the scope and resources planned for the activity.
   a. Incorporate material procurements, if applicable.
   b. Incorporate activities that may affect the completion of the construction in the Schedule.
   c. Incorporate time for submittals, Government review of submittals, etc.)
5. Constraints
   Include constraints and work restrictions indicated in the Contract documents and show how the sequence of work is affected.

6. Milestones
   Include milestones in the project schedule for the following, at a minimum:
   a. Notice to Proceed
   b. Submit Premobilization Submittals
   c. Submit Traffic Control Permit
   d. Traffic Control Approval
   e. Substantial Completion
7. If requested by the Government, the Contractor shall participate in a review and evaluation of the proposed Schedule by the Government. Any revisions necessary as a result of this review shall be submitted for compliance confirmation within 7 calendar days of the review.
8. Construction Duration and Float
   a. The Contractor shall recognize that the contractual construction duration provided is more than necessary for the required construction work. The duration provides the Contractor time to prepare and submit the required submittals and obtain the traffic control permit through the City of El Paso.
   b. Any float in the construction duration is not time for the exclusive use or benefit of either the Government or the Contractor but must be used in the best interest of completing the project on time.
   c. The Government shall not be responsible for any delays nor for the Contractor's extended overhead if delay time can be absorbed in float. Nor shall the Government be responsible for Payment for any delays or for Contractor's extended overhead which exceed total float unless the delay is government-caused. The Government shall only be responsible for government-caused delays to the extent they exceed total float without the presence of any concurrent non-government-caused delay.
   d. A delay to activities with available float is considered a non-critical delay. Neither party is entitled to a time extension or to extended overhead unless a critical delay, or the accumulation of non-critical delays, caused by the other party impacts the project's critical path.
9. Schedule Restrictions
   a. Many portions of these Technical Specifications require specific work be completed prior to the next portion of work commencing (e.g. premobilization submittals). Other portions require time limits before moving to next portion of work (e.g. sawcutting expansion joint). The project schedule shall take all of these restrictions into account.
   b. Failure to take all schedule restrictions into account or failure to schedule work as required in these Technical Specifications shall be a Contractor caused delay.
10. Schedule Revisions
    a. If a significant change is required because the currently accepted base schedule no longer represents the actual progress of the work or in the event the Contractor's planning for the work is revised, the Contractor shall submit a revision to the project schedule.

1.16.C. Look Ahead Schedules

1. The Contractor shall provide a look ahead of the schedule at every weekly progress meeting with updates to the schedule as the work progresses. The schedule shall show the prior week, current week and three week look ahead.
2. Look ahead schedules are meant to show short term, real time actions in the field. They also provide a record for the Contractor to aid in the updating of the Construction Schedule for each pay estimate.
3. A pdf copy (color, if appropriate) shall be provided to the Government Inspector and COR before the meeting starts.

4. Hardcopy printouts of these look ahead schedules shall also be provided to all attendees of the meeting if the meeting is held in person.

1.16.D. Pay Estimate Schedule Updates

1. The schedule update shall include 1 half size schedule in an electronic (pdf) file.
   a. The Contractor shall submit, as part of their pay estimate, a report of the actual construction progress by updating the schedule.
      (1) The actual length, start and finish dates of activities shall be shown in the update through the last workday of the pay estimate period.
      (2) The Contractor shall, indicate on the schedule those activities that were added, updated, or revised.
      (3) If the project is behind schedule, progress along other paths with total float equal to or less than the number of days that the project is behind schedule shall also be reported.
   b. Narrative
      (1) The Contractor shall also submit a narrative report with the updated schedule which shall include, but not be limited to, a description of any current and anticipated problem areas; any known delays and their impact; a list of activities/tasks that were added, updated, or revised; and an explanation of any corrective actions taken or proposed to get back on schedule.
   c. If the Contractor fails to provide schedule updates or revisions, then a portion of the pay estimate may be retained until such corrections have been made.

PART 2 - PRODUCTS
(Not Used)

PART 3 - EXECUTION

3.1. GENERAL
The Contractor shall incorporate and install all safety measures in accordance with standard industry practice and applicable regulatory requirements.

3.2. SAFETY MEETINGS

3.2.A. At least 24 hours' notice shall be provided to the COR of all project safety meetings.

3.2.B. These meetings shall be open to attendance by the COR and a local USIBWC O&M representative.

3.3. DAILY REPORTS AND ATTACHMENTS

3.3.A. Daily reports, IBWC forms, delivery tickets, inspection forms, minutes, etc. shall all be submitted in separate electronic files. Photos, with descriptions, are considered part of the daily report and shall not be provided in a separate file.

1. When multiple delivery/batch tickets are provided for a single day, ensure that tickets are in sequential order within the document.
2. All daily reports and attachments, except for photos and videos, shall be provided as pdf documents.
3. See Section 00.70.00 for requirements of pdf documents submitted to USIBWC.

3.3.B. The file names for the electronic files shall always start with the Contract day number and shall also contain a brief description as well as the calendar date.

1. Use consistent naming for like documents. Once the filename for a specific report/etc. has been established, do not change it.

2. Use short but descriptive names for each file type. Recommended filename terms include:
   a. 065 DR Contractor Name 191BWCxxCxxxx 20261201.pdf for daily reports
   b. 065 Delivery Tickets 191BWCxxCxxxx 20261201.pdf for material delivery tickets
   c. 065 Form 238 191BWCxxCxxxx 20261201.pdf for IBWC Form 238
   d. 065 Toolbox 191BWCxxCxxxx 20261201.pdf for weekly toolbox meetings

3.3.C. All dates within the project documentation and in the filenames shall be shown with four digits.

3.4. CONTROL OF INSTALLATION

3.4.A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

3.4.B. Comply with manufacturers' instructions, including each step in sequence.

3.4.C. Should manufacturers' instructions conflict with Contract documents, request clarification from COR before proceeding.

3.4.D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

3.4.E. Have work performed by persons qualified to produce required and specified quality.

3.4.F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

3.4.G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.5. TOLERANCES

3.5.A. Monitor fabrication and installation tolerance control of products to produce acceptable work.

3.5.B. Do not permit tolerances to accumulate.

3.5.C. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract documents, the more stringent shall apply.

3.5.D. Adjust products to appropriate dimensions; position before securing products in place.

3.6. DEFECT ASSESSMENT

Replace work or portions of the work not conforming to specified requirements.

--End of Section--

SECTION 01.31.13
PROJECT COORDINATION

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Related Requirements....1
1.3. Measurement and Payment....1
1.4. Coordination....1
1.5. Contractor Responsibilities....2
1.6. Project Meetings....2
1.7. Requests for Information (RFI)....3
Part 2 - Products (Not Used)....4
Part 3 - Execution (Not Used)....4
--End of Section--....4

1.2. RELATED REQUIREMENTS

1.2.A. Section 01.31.00-Project Management

1.3. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.4. COORDINATION

1.4.A. Construction operations shall be coordinated to ensure efficient and orderly installation of each part of the work. In addition to a Project Superintendent, the Contractor shall provide other administrative and supervisory personnel as required for proper coordination and administration of the work.

1.4.B. The Contractor's Project Superintendent shall be available to the Government during business hours, as well as in emergencies. Other coordination responsibilities and activities required to be provided by the Contractor includes the following:

1. The Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, and essential work by others. The Government, its workers and Contractors and others, shall have the right to operate within or adjacent to the Construction site to perform such work.
2. In accordance with the provisions and timeframes stated in Section 01.31.00**Error! Reference source not found.**, the Contractor shall submit to the COR a proposed Progress Schedule. This schedule shall be in the form as described in Section 01.31.00 and shall reflect all coordination efforts of the work under this Contract.
3. It is the Contractor's sole responsibility to coordinate with landowners and utility owners who are affected by the Contractor's construction activities for access, construction schedule, and progression of work throughout the project duration in order to provide continuous access to the affected owners and obtain uninterrupted access within the project area.

1.4.C. The Contractor shall notify the COR within 24 hours of any personnel changes in the Project Superintendent or Project Manager.

1.5. CONTRACTOR RESPONSIBILITIES

The Contractor is fully responsible for meeting all requirements of this Contract including the Technical Specifications and the Contract Drawings. The duty to meet these requirements is not delegable.

1.6. PROJECT MEETINGS

1.6.A. All meetings, unless otherwise directed, shall be scheduled and conducted at the Project site or the local USIBWC office.

1.6.B. The COR shall inform participants, others involved, and individuals whose presence is required, of date and time of each meeting. The COR shall prepare the meeting agenda and distribute to all invited attendees.

1.6.C. The Government shall record significant discussions and agreements achieved and distribute the meeting minutes to everyone concerned, within 7 calendar days of the meeting.

1.6.D. The following meetings are anticipated:

1. Preconstruction Conference
   a. A preconstruction conference shall be scheduled by the COR prior to the start of construction. Unless another date is agreed with the Contractor, the preconstruction conference shall be held within 15 calendar days after award.
   b. USIBWC prefers to issue the Notice to Proceed immediately after the preconstruction conference.
   c. The preconstruction conference will be held at USIBWC-Headquarters at 4191 North Mesa or at American Dam Field Office at 2616 W Paisano Drive in El Paso, Texas.
   d. The purpose of the meeting is to introduce project personnel and review responsibilities, and procedures required during construction.
   e. The Contractor shall provide a copy of the current draft Progress Schedule as specified under Section 01.31.00.
   f. Attendees
      All participants at the conference shall be familiar with the Contract and construction requirements and authorized to conclude matters relating to the work. Attendees shall include, at a minimum:
      (1) Authorized representatives of the Government (including the COR)
      (2) Contractor’s Project Manager
      (3) Contractor's Superintendent
      (4) Major subcontractors, suppliers, or other concerned party representatives, as appropriate
   g. Agenda
      Discussion of items of significance that could affect the work and project, including the following:
      (1) Introduction/designation of key personnel and their duties
      (2) Review of the current draft progress schedule, phasing, critical work sequencing, and traffic control plan status
      (3) RFIs
      (4) Required inspections
      (5) Applications for payment
      (6) Submittals
      (7) Preparation of record documents
      (8) Use of right-of-way
      (9) Work restrictions
      (10) USIBWC and other's occupancy requirements
      (11) Responsibilities for temporary facilities and controls
      (12) Construction waste management and recycling

(13) Parking, work areas, and storage areas
(14) Equipment and materials deliveries and priorities
(15) Safety
(16) Security
(17) Maintenance of project site
(18) Working hours

h. Meeting Minutes
The Government will record the discussions of the meeting and distribute the minutes.

2. Project Control Coordination Meeting (see Section 01.31.00 1.11.C.)
   a. This meeting is usually held immediately after the Preconstruction Conference. If the meeting is held at a separate time, it will be held at USIBWC-Headquarters at 4191 North Mesa, at American Dam Field Office, or the project site.
   b. The purpose of the meeting is to discuss the Contractor's inspection requirements. During the meeting, a mutual understanding of the quality and safety requirements shall be developed.
   c. Attendees shall include, at a minimum:
      (1) Authorized representatives of the Government (including the COR)
      (2) Contractor's Project Manager
      (3) Contractor's Superintendent
   d. Meeting Minutes
      The Government will record the discussions of the meeting and distribute the minutes.
3. Progress Meetings
   a. The COR will schedule weekly progress meetings once the Contractor has mobilized onsite. The COR will conduct and issue minutes of the meetings. Meeting minutes will become official Contract correspondence.
      (1) The Government may call other meetings on an "as needed" basis.
   b. The meetings shall include, at a minimum:
      (1) The Government
      (2) Contractor's Project Manager
      (3) Contractor's Project Superintendent
   c. The purpose of these meetings shall be to analyze the progress of the work of the Contractor, resolve conflicts, and in general coordinate the operation of all organizations active at the project site.
   d. The Government may call other meetings on an "as needed" basis.
   e. All meetings will be held at the project site, USIBWC-Headquarters at 4191 North Mesa in El Paso, Texas, or other mutually agreed upon location.

1.7. REQUESTS FOR INFORMATION (RFI)

1.7.A. The Contract documents are prepared with great care, but no set of documents are perfect. When it is necessary to confirm the interpretation of a detail, specification, or note on Contract items or to secure a documented directive or clarification from the Government in order to continue work, the Contractor shall prepare and submit a Request for Information (RFI).

1. Whenever possible, details and clarifications shall take place at the lowest level possible, indicating via discussions, meetings, and emails.

1.7.B. All RFIs shall be provided to the COR in pdf with a scan of the signed original or including an electronic signature. RFIs without a signature will not be accepted.

1.7.C. Content of the RFI

The RFI shall be detailed on IBWC Form 233 and shall include a detailed, legible description of item needing interpretation and the following:

1. Project name
2. Date
3. Name of Contractor
4. RFI number, numbered sequentially
5. Section number, title, and related paragraphs, as appropriate
6. Drawing number and detail references, as appropriate
7. Field dimensions and conditions, as appropriate
8. Contractor's suggested solution(s)
   If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
9. Contractor's signature
   RFIs without a signature will not be accepted by the COR.
10. Attachments
    Include drawings, descriptions, measurements, photos, product data, shop drawings and other information necessary to fully describe items needing interpretation. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references and details of affected materials, assemblies, and attachments.

1.7.D. Government Action

1. The COR will review each RFI, determine action required, and return a response to the Contractor within 2 business days.
2. If the Contractor submits more than four RFIs within a 72 hour period, the Government will add an additional 2 days to each RFI review for all RFIs that the Government has in possession at said time. The Contractor shall note this as part of their bid and will incorporate this rule within their progress schedule and subsequent schedule updates.
3. During the period of December 15 through December 31, Contractor should expect longer than usual review times. RFIs submitted during this time period will be reviewed and returned before January 6. Contractor shall properly plan the submission of RFIs in advance of this time period.
4. RFI questions that require review by the designer will take longer than 2 business days for a response. When review by the designer is required, the COR will notify the Contractor. The Contractor and the COR shall coordinate work to minimize any scheduling impacts while the designer reviews the RFI in question.
5. The COR will review pending RFIs at every weekly meeting.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

--End of Section--

SECTION 01.32.33
PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Related Requirements....1
1.3. Reference Standards....1
1.4. Submittals....1
1.5. Record Documents....1
1.6. Measurement and Payment....1
1.7. General....2
Part 2 - Products....2
2.1. Video Recordings....2
2.2. Photos....2
Part 3 - Execution....3
3.1. Preconstruction Video and Photographs....3
3.2. Construction Photographs....3
3.3. Completion of Construction Images....3
--End of Section--....3

1.2. RELATED REQUIREMENTS

1.2.A. Section 01.29.00-Payment Procedures

1.2.B. Section 01.33.00-Submittal Procedures

1.3. REFERENCE STANDARDS

1.3.A. United States Code (USC)

1. United States Copyright Act, 17 USC 101

1.4. SUBMITTALS

1.4.A. Submittals shall be transmitted by the Contractor in accordance with the requirements of Section 01.33.00. The Project Manager shall be responsible for certifying that all submittals are in compliance with the Contract requirements.

1.4.B. Required submittals in this Section include:

1. Preconstruction video recording and photos with IBWC Form 148
2. Completion of construction photos with IBWC Form 148

1.5. RECORD DOCUMENTS

1.5.A. Required documents to be provided to Government in this Section include:

1. Construction photos as provided with pay estimates with IBWC Form 148

1.6. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.7. GENERAL

1.7.A. This Section includes administrative and procedural requirements for the following:

1. Existing condition images and video recording.
2. Periodic construction images.
3. Completion of construction images.

1.7.B. All photographs, aerials, slides, prints, negatives, video recordings, reports, documents, data, or other materials produced pursuant to this Contract shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 USC 101 and the Government shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might subsist.

PART 2 - PRODUCTS

2.1. VIDEO RECORDINGS

2.1.A. Video recordings shall be MPEG-4/MP4 (H.264) or AVI (uncompressed 4:2:2) encoding using high definition (minimum 1080p) video cameras. QuickTime mov or m4v files are not acceptable.

2.1.B. All video recordings must include metadata (catalogue information) to include the Contract number, date and time of recording, the name of the area being documented, direction of travel, the viewing side, description, and name or company of photographer.

1. Metadata may be provided in a log or form similar to IBWC Form 148 in lieu of being embedded within the file.

2.1.C. The date and time shall appear in the upper or lower left hand corner of the picture, for example:

1. Date: 09/18/2026 (date format MM/DD/YYYY)

2.2. PHOTOS

2.2.A. Photographs shall be in color and provided as tiff or jpg files. Apple heic files are not acceptable.

2.2.B. All photographs shall be taken with digital cameras that capture at least 12 megapixel files or greater.

2.2.C. Each photograph file shall have a unique name.

1. Filenames shall start with the date of the photo in the format of YYYYMMDD.
2. Include basic description of project after date in filename.
3. The entire filename shall not exceed 30 characters, excluding .jpg/tiff.

2.2.D. Each photograph shall be identified by a photo number, name of photographer, project name, date and time of photograph, location of photographer, orientation, and description of photograph.

1. The above captioned information shall be detailed on IBWC Form 148.

2.2.E. Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

2.2.F. The Contractor shall submit an electronic copy of all photographs along with IBWC Form 148 to identify each photograph as described above. Provide IBWC Form 148 in both Excel and pdf formats.

PART 3 - EXECUTION

3.1. PRECONSTRUCTION VIDEO AND PHOTOGRAPHS

3.1.A. The preconstruction video shall thoroughly document the existing conditions of the stoplog foundation, adjacent roadway, bridge approach, and barriers within the worksite, as well as any adjacent areas which could possibly be disturbed during construction, such as the staging area.

3.1.B. The Contractor shall document preconstruction conditions of any existing structures, located within the construction limits and/or in immediate vicinity of the construction limits but outside of the construction limits, which belong to either USIBWC or neighboring property owners.

3.1.C. The Contractor shall obtain as many digital photos as necessary of existing structures prior to project construction to assess extent of damage if need for repair or replacement of the existing structures arises during or after the project construction. If damages or alternation to these structures are found to be caused by any construction activity of the Contractor, the Contractor shall repair or replace the structures to the original conditions at no cost to USIBWC.

3.1.D. The preconstruction video and photos shall be submitted to the COR once they are complete.

3.2. CONSTRUCTION PHOTOGRAPHS

3.2.A. Take digital images using the maximum range of depth of field, and that are in focus, to clearly show the work. Images with blurry or out-of-focus areas will not be accepted.

1. Maintain index with each set of construction images that identifies the number, date, time, and description for each.

3.2.B. The Contractor shall submit a set of at least 20 color photographs for each month of construction to the Government indicating the relative progress of the work.

1. Photos shall be submitted in color in electronic (jpg or tiff) format.
2. Taking of photographs shall proceed at issuance of Notice to Proceed, before the commencement of construction operations and shall be submitted to the Government with each monthly pay estimate.
3. If more than 20 photographs are submitted with the monthly pay estimate, the Contractor will not be paid any additional costs. The COR reserves the right to reject any photograph that is not clear or definitive. If rejection of a photograph causes the Contractor's submitted number of photos to fall below ten, the pay estimate may be rejected.

3.2.C. Select vantage points to show status of construction and progress since last images were taken.

3.2.D. See Section 01.29.00 for additional information about photos submitted with pay estimates.

3.3. COMPLETION OF CONSTRUCTION IMAGES

3.3.A. After completion of construction, retake photos of existing foundation, roadway, and other structures either on or adjoining property to accurately record physical conditions at end of construction.

3.3.B. Ensure that all structures photographed prior to construction are re-photographed at the end of construction.

3.3.C. Take a complete set of photos showing the completed project.

--End of Section--

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SECTION 01.33.00
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Related Requirements....1
1.3. Reference Standards....1
1.4. Measurement and Payment....1
1.5. General....1
1.6. Definitions....2
1.7. Submittal Package Requirements....2
1.8. Submittal Review and Procedures....4
1.9. Submittal Register....5
1.10. Submittal Address....6
1.11. Scheduling....6
Part 2 - Products (Not Used)....6
Part 3 - Execution (Not Used)....6
--End of Section--....6

1.2. RELATED REQUIREMENTS

1.2.A. Section 00.70.00-Delivery of Data to USIBWC

1.2.B. Section 01.11.00-Summary of Work

1.3. REFERENCE STANDARDS

1.3.A. Federal Acquisition Regulation (FAR)

1. FAR 52.236-21, Specifications and Drawings for Construction

1.4. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.5. GENERAL

1.5.A. The Contractor shall provide all materials and perform all work required for furnishing submittals to the Government, in accordance with the FAR clause 52.236-21 entitled "Specifications and Drawings for Construction" and the requirements in this Contract.

1.5.B. All submittals shall be submitted electronically for review. The submittal shall include the Transmittal Form (IBWC Form 146) along with the submittal data.

1. All submittals, except for photos and videos, shall be provided as pdf documents.
2. See Section 00.70.00 for requirements of pdf documents submitted to USIBWC.

1.5.C. The CO or COR may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective Sections.

1.5.D. Units of weights and measures used on all submittals are to be the same as those used in the Contract Drawings and these Technical Specifications.

1.5.E. Each submittal is to be complete in sufficient detail to allow ready determination of compliance with Contract requirements.

1.5.F. The Project Manager is to check and approve all items prior to submittal and then sign and date IBWC Form 146 indicating Contractor approval.

1.5.G. Unless otherwise noted in the specific sections, all submittals require Government compliance confirmation.

1.5.H. Submittals requiring Government compliance confirmation are to be scheduled and compliance confirmation received prior to the acquisition of the material or equipment covered thereby.

1.6. DEFINITIONS

1.6.A. Submittals

1. The word "submittals" shall be interpreted to include shop drawings, data, manuals, certifications, samples, schedules, photographs, and other items furnished by the Contractor for review, information, and other purposes. Specific submittal requirements are identified in each Technical Specification Section, if required for that Section.
2. Submittal also means an initial submittal, a resubmittal, or an addendum/change to a compliance confirmed submittal.

1.6.B. Shop Drawings

1. Shop drawings include fabrication and installation drawings, material and parts lists, graphs, test data, operating instructions, and other items as specified or shown which shall include but not necessarily be limited to:
   a. Drawings and/or catalog information and cuts.
   b. Other technical, installation and maintenance data as applicable.
   c. Unloading and handling methods and storage requirements.
   d. Drawings showing Contractor field verifications illustrating all field dimensions.
2. Shop drawings shall be provided at full scale, i.e. their original drawing size. Do not shrink the paper/page size.

1.6.C. Variation

1. Variation, deviation, or change are used interchangeably with submittals. They reference an item not meeting a Contract requirement as written.
2. Variations include, but are not limited to, type of material, size of material, engineering property of a material, manufacturer, installation method, etc.

1.6.D. Record Documents

1. Record documents are items furnished by the Contractor for project records. These are not submittals and do not require a Form 146. The Contractor may use or the COR may require the use of Form 146, but the submittal number shall be left blank.
2. The COR will return any record documents to the Contractor if they are incomplete or fail to meet the Contract requirements.

1.7. SUBMITTAL PACKAGE REQUIREMENTS

1.7.A. Separate Submittals

1. A separate Transmittal Form (IBWC Form 146) shall be used for each specific item, class of material, work plan, or equipment for which a submittal is required.
2. Submittals on various items or multiple shop drawings using a single submittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so

functionally related that expediency indicates review of the group or package as a whole. Just because products are used on the same item, does not automatically make them functionally related.

a. Examples of allowable items within a single submittal include concrete mix information, cement product data, and admixture product data or expansion joint material data, joint sealant product data, and backer rod product data.

1.7.B. The Transmittal Form (IBWC Form 146) shall contain the following:

1. The date the submittal was provided to the Government.
2. The name of the project.
3. The Contract number.
4. The submittal number.
5. The section number and paragraph number.
6. The name of the Contractor.
7. A description of items submitted including numbers and titles.
8. Identification as either a new submittal, a resubmittal, or an addendum/change to a prior submittal.
9. A mark noting if the submittal contains a variation from the Contract requirements.
10. The Project Manager's name and signature certifying that they have reviewed the submittal and coordinated the work of all trades involved and that the item of work is in strict conformance with the Contract.
    a. The Contractor's signature of certification shall constitute a representation that all quantities, dimensions, construction criteria, materials, performance criteria, and similar data have been verified and that the submittal fully meets the requirements of the Contract.

1.7.C. Each submittal shall be numbered consecutively with a unique number.

1. Submittals shall be numbered with next available (whole) number.
    a. The submittal number shall be a three digit number. It shall not include any project numbers, section numbers, or anything other than the three digit number.
2. When submittal is resubmitted, has an addendum submitted, or has a change submitted, the original number shall have a letter added. For example, if the original submittal was number 012; a resubmittal would be 012-A. Any other resubmittals, addendums, or changes would then be 012-B, 012-C, etc.
3. No two submittals shall have the same submittal number.

1.7.D. If the Contractor is requesting a variation, provide a separate sheet clearly identifying the variation(s) proposed, the applicable Contract Drawing or Specification Section number, and an explanation of why the variation is being requested.

1.7.E. The Contractor shall submit only complete sets of material/information for review. The Contractor shall check and approve all submittals prior to transmitting them to the COR to determine if they comply with requirements of the Contract.

1.7.F. Manufacturer's data for commercial products or equipment, such as catalog cut sheets, shall be clearly marked to indicate the item(s) to be furnished. The data shall be sufficiently comprehensive to identify the manufacturer's name, type, model, size, and characteristics of the product or equipment and fully demonstrate that the product or equipment meets the requirements of the Contract.

1.7.G. Stock or standard drawings will not be accepted for review unless full identification and supplementary information is shown thereon in ink or typewritten form.

1.7.H. Material Certifications
Submittals for each type of material mentioned for each section shall include test results performed on that material for this Contract, along with a letter certifying compliance with the Contract.

1.7.I. Redundant data shall not be submitted within a submittal or across multiple submittals.

1.7.J. Items already submitted for compliance confirmation under one submittal number shall not be resubmitted under another submittal number. Items addressed more than once within these Technical Specifications shall only be submitted once.

1.8. SUBMITTAL REVIEW AND PROCEDURES

1.8.A. The Contractor shall submit a submittal in accordance with requirements herein.

1. The COR will stamp IBWC Form 146 with "A-Compliance Confirmed," "B-Compliance Confirmed as Noted," "C-Examined and Returned for Correction," "D-Incomplete submittal," or "E-Unacceptable." The Transmittal Form with a USIBWC response letter will be emailed to the Contractor at an address designated by the Contractor.
2. If a drawing or data is stamped "C-Examined and Returned for Correction," "D-Incomplete submittal," or "E-Unacceptable," the Contractor shall make the necessary corrections and resubmit as required above. The IBWC Form 146 transmitting the corrected documents shall indicate that the documents comprise a resubmittal.
3. The COR will return unchecked any submittal which does not contain complete data on the work and full information on related matters. The time required for review of submittals furnished as specified herein will begin after the COR receives complete sets of the submittal.

1.8.B. If the submittal shows departure from the requirements of the Contract, the Contractor shall make specific mention on the Transmittal Form (IBWC Form 146) and provide details on a separate sheet as noted in Paragraph 1.7.D., otherwise confirmation of compliance of such submittals by the COR shall not constitute compliance confirmation of the variation. Any variation not noted by the Contractor on IBWC Form 146 may cause rejection of the work. Compliance confirmation of the submittal shall refer to the subject matter thereof only and not to any structure, material, equipment or apparatus shown or indicated.

1.8.C. Government Review Time

1. Except as otherwise provided in this Contract, the Government will require 7 calendar days for review of each submittal or resubmittals. This review period will begin the date of the next business day after the submittal(s) are received by the COR and will extend through the date of return mailing to the Contractor. This review period will apply to each separate submittal or resubmittal whether compliance is confirmed or returned for revision.
2. During the period of December 14 through December 28, Contractor should expect longer than usual review times. The Government will require up to 21 calendar days for review of submittals provided during this time period. Contractor shall properly plan submission of submittals in advance of this time period. If the Contractor submits more than 2 submittals during the period of December 12 and December 13, the Government will consider the third and each additional submittal thereafter as being received on December 14.
3. If the COR uses time in excess of the above stated number of calendar days for review of any submittal or resubmittal, additional time, not to exceed the excess time, will be added to the time allowed the Contractor for completion of the work affected by such excess time, to the extent it is demonstrated that the excess time caused a delay. If the COR's review of two or more separate submittals or resubmittals is late and results in concurrent calendar days of excess time, such days will be counted only once in computing an extension of the completion date. Further, if the Contractor fails to make submittals within the time period specified in this Contract and thus precludes the COR from reviewing such submittals within the foregoing 7 calendar day period, then the Contractor shall not be entitled to an extension of time allowed for completion of the work.

1.8.D. The review of submittals will only be for compliance with the information given in the Contract and shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions or programs incidental thereto unless also covered in the Contract. The review shall in no way

relieve the Contractor of responsibility for errors or omissions contained therein, nor shall such review operate to waive or modify any provision contained in the Contract.

1.8.E. Submittals are not reviewed for final construction dimensions. Fabricating dimensions, quantities of material, applicable code requirements, and other requirements shall be the Contractor's responsibility.

1.8.F. Resubmittals

1. Submittals that require changes or revisions shall be revised and resubmitted for review and shall indicate changes and revisions made.
2. Revised documents shall have an updated document date.
3. All requirements specified for the initial submittal shall apply to any resubmittals required.
4. Unless otherwise specified, the Contractor shall submit all resubmittals within 7 calendar days after the Contractor has received the COR's comments.

1.8.G. After a submittal has been reviewed, no change in brand or manufacture will be permitted by the COR unless satisfactory written evidence is presented that manufacturer cannot make scheduled delivery of material, or that the material delivered has been rejected and substitution of suitable material is an urgent necessity.

1.8.H. Fabrication or delivery of any items shall not commence before the COR has reviewed the pertinent submittals and returned copies to the Contractor marked to indicate "A-Compliance Confirmed" or "B-Compliance Confirmed as Noted." It shall be the responsibility of the Contractor to coordinate the timing of the submittals with the necessary lead time for equipment deliveries and the construction schedule.

1.8.I. The term "or equal" shall be understood to indicate that the "equal" product is the same or better than the product(s) named and/or specified in the detailed section in function, performance, integrity, reliability, quality, and general configuration. Where the Contractor proposes to submit an "equal" item, the installation of which will require any redesign of the structure, partitions, foundations, piping, ductwork, wiring, or of any other part of the project, all such redesign and all new design drawings and detailing required shall be prepared by and stamped with the seal of a Registered Professional Engineer licensed in the State of Texas at the Contractor's expense and shall be submitted to the COR for review in accordance with the Contract. Where the use of an "or equal" item(s) require modifications, involving a change in quantity of material and equipment from that specified or indicated in the Contract, the Contractor shall bear the total expense of such changes.

1.8.J. All submittals, shop drawings, and data, after review and processing by the COR, shall become a part of the Contract and the work shown or described shall be performed in conformity with these documents.

1.9. SUBMITTAL REGISTER

1.9.A. The COR will provide the Contractor with the initial submittal register (IBWC Form 147) developed ftom the Technical Specifications. The submittal register will reflect the following information, as available, for each submittal:

1. Reference to the applicable section in the Technical Specifications that requires the submittal
2. Description of items submitted
3. Type of submittal
4. If submittal is for Government review or information only

1.9.B. The initial submittal register provided by the COR will include a complete list of expected submittals, but only those submittals identified in Section 01.11.00 3.1. will have numbers applied since they are required prior to mobilization. All other submittals shall simply be shown in a list without numbers.

1. Submittals shall be assigned the next free, one-up number available when they are submitted. If done properly, no gaps in numbering shall occur.

1.9.C. After receipt of the initial submittal register, the Contractor shall maintain and update the submittal register throughout the Contract duration and add any submittal items as required. The submittal register will reflect the following information updated for each submittal:

1. Submittal numbers, assigned as the items are submitted for review
2. The dates the Contractor proposes to furnish the submittals (coordinated with the project schedule)
3. The dates the materials, equipment, etc., are needed at the worksite (coordinated with the project schedule)
4. The date submittals are prepared by the Contractor
5. The date the submittal is provided to the COR
6. The code (A, B, C, D, or E) given to the submittal by the Government
7. The date that the submittal is returned to the Contractor

1.9.D. The Contractor shall keep the submittal register up to date. A correct, updated submittal register shall be maintained at the worksite and a copy of the revised and/or updated submittal register shall be submitted to the COR with the monthly pay estimate date.

1.9.E. If the Contractor finds that items originally placed on the submittal register are no longer required, these items shall be deleted from the submittal register.

1. The submittal number corresponding to any deleted item is then available for use at a later date.
2. No submittal number that has already been used may be deleted from the submittal register.

1.10. SUBMITTAL ADDRESS

1.10.A. The Contractor shall transmit all submittals to the COR electronically via email.

1.10.B. If an item is required to be delivered, it shall be sent to the following address:

International Boundary and Water Commission-US Section
USIBWC-Headquarters
Construction Management Division
4191 N. Mesa St.
El Paso, TX 79902

1.11. SCHEDULING

Coordinate scheduling, sequencing, preparing, processing of submittals with performance of work so that work will not be delayed by submittal processing. Allow for potential resubmittal of requirements.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

--End of Section--

SECTION 01.42.00
REFERENCES

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Measurement and Payment....1
1.3. Application of Industry Standards....1
1.4. Sources for Standards and References....1
1.5. Abbreviations....3
1.6. Definition of Terms....6
Part 2 - Products (Not Used)....12
Part 3 - Execution (Not Used)....12
--End of Section--....12

1.2. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.3. APPLICATION OF INDUSTRY STANDARDS

1.3.A. Applicability of Standards
In the event of a conflict between the referenced standard and these Contract documents, the provisions of the Contract documents shall apply unless otherwise noted. When a reference standard is specified, comply with the requirements and recommendations stated in the standard, except when they are modified by the Contract documents, or when applicable laws, ordinances, rules, regulations, or codes establish stricter standards.

1.3.B. Copies of Standards
Copies of applicable standards are not bound with the Contract documents. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from publication source.

1.4. SOURCES FOR STANDARDS AND REFERENCES

1.4.A. Referenced industry standards are cited in other Sections of the Technical Specification or in other Contract documents and the following may not include all referenced standards organizations within the Contract documents.

1.4.B. Contact information is included to aid the Contractor. Agencies may be included that are not referenced and although the intention was to include all agencies, some may have been missed. Missing contact information does not relieve the Contractor of the responsibility of performing the work in accordance with all terms of the Technical Specifications and Contract provisions herein.

1.4.C. Per FAR 11.201(b), Contractors may contact the referenced organizations to obtain copies of references and standards.

1.4.D. Federal Government Sources ADD any organizations not listed and delete those not referenced!

1. Code of Federal Regulations (CFR)
Superintendent of Documents, PO Box 371954, Pittsburg, PA 15250-7954
Ph: 202-512-1800; Fax: 202-512-2250; Internet: www.gpo.gov/fdsys/

2. Federal Acquisition Regulation (FAR)
   Internet: www.acquisition.gov
3. Federal Geographic Data Committee
   590 National Center, Reston, VA 20192
   Ph: 703-648-5752; Fax: 703-648-5755; Internet: www.fgdc.gov
4. Federal Highway Administration (FHWA)
   Office of Highway Safety (HHS-31).
   400 Seventh St., SW, Washington, DC 20590-0001
   Ph: 202-366-0411; Fax: 202-366-2249
   Order from: Government Printing Office (GPO), Superintendent of Documents
   Washington, DC 20402; Ph: 202-783-3238
5. National Institute for Occupational Safety and Health (NIOSH)
   395 E Street, SW, Ste 9200, Patriots Plaza Building, Washington, DC 20201
   Ph: 800-232-4636; Internet: www.cdc.gov/niosh
6. National Institute for Standards and Technology (NIST)
   100 Bureau Drive, Stop 1070, Gaithersburg, MD 20899
   Ph: 301-975-6478; Internet: www.nist.gov
7. Occupational Safety & Health Administration (OSHA)
   200 Constitution Ave., Washington, DC 20210
   Ph: 800-321-6742; Internet: www.osha.gov
8. United States Army Corps of Engineers (USACE)
   ATTN: Technical Report Distribution Section, Services Branch, TIC
   3909 Halls Ferry Road, Vicksburg, MS 39180-6199
   Ph: 601-634-2355; Fax: 601-634-2542; Internet: www.publications.usace.army.mil
9. United States Code (USC)
   Government Printing Office (GPO)
   732 North Capitol Street, NW, Washington, DC 20401
   Ph: 202-512-1800; Internet: www.gpo.gov/fdsys/

1.4.E. State Government Sources

1. Texas Department of Transportation (TxDOT)
   125 East 11th Street, Austin, TX 78701-2483
   Ph: 512.416.2576; Fax: 512.416.2599; Internet: www.dot.state.tx.us

1.4.F. Industry Sources

1. American Association of State Highway and Transportation Officials (AASHTO)
   444 North Capital Street, NW, Suite 249, Washington, DC 20001
   Ph: 202-624-5800; Fax: 202-624-5806; Internet: www.aashto.org
2. AASHTO Materials Reference Laboratory (AMRL)
   4441 Buckeystown Pike, Suite A, Frederick, MD 21704
   Ph: 240-436-4900; Fax: 240-436-4899; Internet: www.amrl.net
3. American Concrete Institute (ACI)
   P.O. Box 9094, Farmington Hills, MI 48333
   Ph: 248-848-3700; Fax: 248-848-3801; Internet: www.aci-int.org
4. American National Standards Institute (ANSI)
   11 West 42nd Street, New York, NY 10036
   Ph: 212-642-4900; Fax: 212-398-0023; Internet: www.ansi.org
5. American Society of Civil Engineers (ASCE)
   1801 Alexander Bell Drive, Reston, Virginia 20191-4400
   Ph: 800-548-2723; Fax: 703-295-6222; Internet: www.asce.org

6. ASTM International (ASTM)
   100 Barr Harbor Drive, West Conshohocken, PA 19428-2959
   Ph: 610-832-9585; Fax: 610-832-9555; Internet: www.astm.org
7. International Safety Equipment Association (ISEA)
   1901 North Moore Street, Arlington, VA 22209
   Ph: 703-525-1695; Fax: 703-528-2148; Internet: www.safetyequipment.org
8. National Center for Construction Education and Research (NCCER)
   13614 Progress Blvd, Alachua, FL 32615
   Ph: 888-622-3720; Fax: 386-518-6303; Internet: www.nccer.org
9. National Fire Protection Association (NFPA)
   1 Batterymarch Park, Quincy, MA 02269-9101
   Ph: 617-770-3000; Fax: 617-770-0700; Internet: www.nfpa.org

1.5. ABBREVIATIONS

Wherever the following abbreviations and terms are used in the Technical Specifications, Contract Drawings, or other Contract documents, the intent and meaning will be as follows:

°F	Degrees Fahrenheit
2D	Two Dimensional
3D	Three Dimensional
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AHA	Activity Hazard Analysis
AMRL	AASHTO Materials Reference Laboratory
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASSE	American Society of Safety Engineers
ASTM	ASTM International
ATV	All Terrain Vehicle
AVG	Average
BL	Baseline
BMP	Best Management Practices
BOP	Beginning of Project
CAD	Computer Aided Design
CATEX	Categorical Exemption (NEPA)
CBP	Customs and Border Protection
CD	Compact Disc (may be used interchangeably with DVD)
CE	Categorical Exemption (NEPA)
CL	Centerline
CLIN	Contract Line Item Number
CLSM	Controlled Low Strength Material
CO	Contracting Officer
COB	Close of Business
COND	Construction Management Division, USIBWC
COR	Contracting Officer's Representative
CPM	Critical Path Method
CPR	Cardiopulmonary Resuscitation
CQC	Contractor's Quality Control
CRP	Contractor's Responsible Person
CUI	Controlled Unclassified Information
CWHSSA	Contract Work Hours and Safety Standards Act
cy	Cubic Yard

D	Diameter
D&O	Deficiency and Omission
DBA	Davis-Bacon Act
DHS	US Department of Homeland Security
DIA	Diameter
DLC	Direct Labor Costs
DOL	Department of Labor
DOT	Department of Transportation
dpi	Dots per inch
DTM	Digital Terrain Model
DVD	Digital Video Disc (may be used interchangeably with CD)
EA	Each
EA	Environmental Assessment (NEPA)
EBID	Elephant Butte Irrigation District
EEOC	Equal Employment Opportunity Commission
EIS	Environmental Impact Statement (NEPA)
ELCOSH	Electronic Library of Construction Occupational Safety & Health
EM	Engineering Manual
EO	Executive Order
EOF	USIBWC Engineering Office Files (ROW data)
EOP	End of Project
EPCWID1	El Paso County Water Improvement District #1
EPW	El Paso Water Utilities (was EPWU)
FAD	Finance and Accounting Division, USIBWC
FAR	Federal Acquisition Regulations
f'c	Compressive Strength of Concrete
FDGC	Federal Geographic Committee
FHWA	Federal Highway Administration
FLSA	Fair Labor Standards Act
ft	Foot/feet
FY	Fiscal Year (October 1 through September 30)
GPS	Global Position Satellite
GRS	Geodetic Reference System
GSA	Geological Society of America
IBWC	International Boundary and Water Commission
ID	Inside Diameter
IFB	Invitation for Bid
IGE	Independent Government Estimate
in	Inch
IPP	Invoice Processing Platform
ISEA	International Safety Equipment Association
lbs	Pounds
LD	Liquidated Damages
lf	Linear Feet
LiDAR	Light Detection and Ranging
LS	Lump Sum
MAX	Maximum
MIN	Minimum
min	Minute
MOA	Memorandum of Agreement
Mod	Contract Modification
MOU	Memorandum of Understanding
MPEG	Moving Picture Experts Group file format

MSDS	Material Safety Data Sheets (has been replaced with SDS)
MUTCD	Manual on Uniform Traffic Control Devices
NA	Not Applicable
NAD27	North American Datum of 1927
NAD83	North American Datum of 1983
NAVD	NAVD 88 North American Vertical Datum of 1988
NCCER	National Center for Construction Education and Research
NDT	Nondestructive Testing
NEPA	National Environmental Policy Act, 42 USC 4321-4347
NFPA	National Fire Protection Association
NGE	Natural Ground Elevation
NGS	National Geodetic Survey
NGVD	National Geodetic Vertical Datum of 1929
NHPA	National Historic Preservation Act, 54 USC 300101 et seq.
NIOSH	National Institute for Occupational Safety and Health
NIST	US National Institute of Standards and Technology
NLRA	National Labor Relations Board
NTP	Notice to Proceed
NTS	Not to Scale
NWS	National Weather Service
O&M	Operations and Maintenance
OC	On Center
OD	Outside Diameter
ODC	Other Direct Costs
OEM	Original Equipment Manufacturer
OIG	Office of Inspector General
OSHA	Occupational Safety and Health Association
oz	Ounce
PCA	Portland Cement Association
PE	Pay Estimate
PE	Professional Engineer
PLS	Public Land Surveyor
PPE	Personal Protective Equipment
psi	Pounds Per Square Inch
PSL	Project Specific Locations
QA	Quality Assurance
QC	Quality Control
R/W	Right-of-Way
RFI	Request for Information
RFP	Request for Proposal
RGCP	Rio Grande Canalization Project
ROD	Record of Decision (NEPA)
ROW	USIBWC Right of Way
RPLS	Registered Professional Land Surveyor
s	Second
SBU	Sensitive but Unclassified
SDS	Safety Data Sheets (new name of MSDS)
sf	Square Foot
SF	Standard Form
SHPO	State Historical Preservation Officer/Office
SOP	Standard Operating Procedure
SOW	Statement of Work or Scope of Work
STA	Station

TBD	To be Determined
TCEQ	Texas Commission on Environmental Quality
TCL	Temporary Construction Limits
TCP	Traffic Control Plan
TMUTCD	Texas Manual on Uniform Traffic Control Devices
TOLE	Top of Levee Elevation
TX	Texas
TxDOT	Texas Department of Transportation
TXSPC	Texas State Plane Coordinate System
TYP	Typical
UFC	United Facilities Criteria
UL	Underwriter's Laboratory
URG	Upper Rio Grande
URGFCP	Upper Rio Grande Flood Control Project
US	United States
USACE	United States Army Corps of Engineers
USBR	United States Bureau of Reclamation
USC	United States Code
USCS	Unified Soil Classification System
USIBWC	International Boundary and Water Commission, United States Section
UTV	Utility Vehicle, Utility Task Vehicle, Utility Type Vehicle
VTC	Video Teleconference
WH/WHD	Wage and Hour Division, Department of Labor
WSE	Water Surface Elevation
YD	Yard
YR	Year

1.6. DEFINITION OF TERMS

Definitions of terms used include the following:

Activity	A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the project. Activities included in a construction schedule consume time and resources.
Actual Cost	Cost to provide labor, material, equipment, and project overhead necessary for the work.
Addendum	Change in Solicitation developed between advertising and bid submittal deadline.
Air Temperature	The temperature measured in degrees Fahrenheit (°F in the shade, not in the direct rays of the sun and away from artificial heat.
AutoCAD	General term AutoCAD refers to AutoCAD Civil 3D version of the program.
Baseline	A control line offset from the existing facility and/or proposed improvement.
Base Project Schedule	The compliance confirmed schedule used as a basis to judge progress on the project.
Best Management Practices	Methods or measures used for stormwater pollution control.
Bridge	A structure, including supports, erected over a depression or an obstruction (e.g., water, a highway, or a railway) having a roadway or track for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 feet between

	faces of abutments, spring lines of arches, or extreme ends of the openings for multiple box culverts.
Brittle	Breaking of geological materials from relatively low stress.
Bug Holes	Bug holes, blowholes, or air voids, are small cavities ranging from nearly invisible to approximately one inch that result from the entrapment of air bubbles in the surface of formed concrete.
Business Day	All days in a month excluding weekends and holidays.
Buy American Act	Any of FAR clauses 52.225-9, 52.225-10, 52.225-11, or 52.225-12 covered by FAR Chapter 25 and 41 USC Chapter 83.
Calendar Day	All days in a month including weekends, holidays, and both work and non-work days.
Centerline	The line identified as the geometric center of the alignment of the existing facility or proposed improvement.
Cold Weather	When the air temperature has fallen to, or is expected to fall below 40°F during the protection period of concrete which includes placement.
Competent	In geology, competence refers to the degree of resistance of geological materials to erosion and deformation. High resistance to erosion and deformation is a competent material.
Competent Person	A person who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
Contract	The agreement between the USIBWC and the Contractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.
Contract Documents	Elements of the Contract including but not limited to the plans, construction drawings, Solicitation, Contract, Technical Specifications, provisions, modifications, and supplemental agreements.
Contract Drawings	The construction drawings identified in Section 00.01.15 and any drawings produced as part of this Contract.
Contract Time	The number of calendar days specified for completion of the work including authorized additional working days.
Contracting Officer	Authorized representative of the USIBWC with the authority to enter into, administer and/or terminate Contracts and make related determinations and findings.
Contracting Officer's Representative	An individual, designated in writing, by the Contracting Officer authorized to perform specific technical and administrative functions.
Control Point	An established point shown on the Contract Drawings to provide vertical and horizontal references for geometric control for construction.
Cost Loading	The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract sum, unless otherwise approved by the CO or COR.

Critical Path	The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
Cross-Sections	Graphic representations of the original ground and the proposed improvement, at right angles to the baseline or centerline.
Cultural Resources	Cultural resources is a broad term that includes prehistoric, historic, architectural, and traditional cultural properties; specific items include, but are not limited to, human skeletal remains, archaeological artifacts, records, and material remains related to such properties. Items are at least 50 years of age.
Culvert	Any buried structure providing an opening under the facility for drainage or other purposes.
Definable Feature of Work	A task that is separate and distinct from other tasks, has separate control requirements, and is continuous in location of work. It could be identified by different trades or disciplines, or it could be work by the same trade in a different environment, although each section of the Technical Specifications may generally be considered as a definable feature of the work, there is frequently more than one definable feature under a particular section. All CLINs are Definable Features of Work. All critical path activities are Definable Features of Work. For example, mobilization, subsurface utility survey, surveying, site cleanup/demobilization, concrete forming, concrete reinforcement installation, concrete placement, clearing and grubbing/site preparation, demolition, excavation, loading, hauling, and disposal of excavated soil, backfill, etc. are all Definable Features of Work.
Detour	A temporary traffic route around a closed portion of a road.
Drawings	Construction Contract Drawings that show the location, character, dimensions, and details of the work and are a part of the Contract documents. Plans are the same as drawings.
Easement	A real property right acquired by one party to use land belonging to another party for a specified purpose.
Employee	An employee is an individual who works under the supervision or control of the Contractor in return for wages or salary. An independent contractor with no affiliation to any other subcontractor, vendor, or supplier on this project working under direct supervision of the Contractor shall be considered an employee.
Encroachment	An illegal intrusion onto USIBWC's easement or property. Trespass.
Engineer	A professional engineer or engineering firm registered in the state where work is performed.
Float	The measure of leeway in starting and completing an activity in a schedule. Float is not for the exclusive use or benefit of either the Government or the Contractor by is jointly owned. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned project completion date.

Flood	An overflow of water that submerges land which is usually dry. Flooding can be caused by any source of water including, but not limited to, rain, runoff, river flow, dam releases, and structural failures.
Floodplain	Area between the riverside toe of the levee and the active bank of the river.
Geotechnical Engineer	A professional engineer, licensed in the state where work is being performed with a minimum of 5 years of experience in the field of geotechnical engineering.
Government	Refers to International Boundary and Water Commission, United States and Mexico, United States Section.
Hazardous Materials	Hazardous materials or waste include but are not limited to explosives, compressed gas, flammable liquids, flammable solids, combustible liquids, oxidizers, poisons, radioactive materials, corrosives, etiologic agents and other material classified as hazardous by 40 CFR 261, or applicable state and federal regulations.
Holidays	Holidays recognized by the Federal Government: New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. See www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/ for a complete list of dates for any given year.
Honeycomb	A condition of irregular voids in concrete due to failure of the mortar to effectively fill the spaces between the coarse aggregate particles. Honeycomb is caused by segregation of the concrete during placement.
Hot Weather	One or a combination of the following conditions that tends to impair the quality of freshly mixed or hardened concrete by accelerating the rate of moisture loss and rate of cement hydration, or otherwise causing detrimental results: high ambient temperature, high concrete temperature, low relative humidity, and high wind speed.
Inspector	The firm or person assigned by the USIBWC to inspect for compliance with the Contract any or all parts of the work and the materials used.
Levee	A facility running parallel to a water course that is constructed of an embankment whose primary purpose is to furnish flood protection from seasonal high water and which is therefore subject to water loading for periods of only a few days or weeks a year.
Limits of Construction	An area with established boundaries, identified within the Project's right of way and easements, where the Contractor is permitted to perform the work.
Maintenance Road	A road usually on top of or adjacent to the facility, primarily utilized by the USIBWC and DHS.
Materials	The words "material" or "materials" is used in these Technical Specifications to denote items furnished by the Contractor which shall be construed to mean equipment, machinery, product, component, or any other item required to be incorporated in the work.
Milestone Date	The date that a specific portion of the work is to be completed, before the completion date for all work under the Contract.

Mobilization	The initial stage of the construction project where preparations occur onsite prior to the commencement of any work. The preparations include movement of personnel, equipment, supplies, and incidentals to the site and setup of all offices, buildings, and other facilities necessary for the work. See Section 01.71.13 for additional details.
Modification	Any written change in the terms of a Contract.
New	Item composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process, provided that the supplies meet Contract requirements, including but not limited to, performance, reliability, and life expectancy.
Notice to Proceed	A written notice to the Contractor to begin Contract work.
Pavement	That part of a roadway having a constructed all-weather surface.
Plans	Construction Contract Drawings that show the location, character, dimensions, and details of the work and are a part of the Contract documents. Plans are the same as drawings.
Project	The facility and its associated appurtenances that are being constructed under this Contract.
Project Area	The worksite, all adjacent properties, and the general geographical area surrounding them.
Project Specific Location	Areas including, but not limited to, borrow pits, material sources, waste sites, parking areas, stockpiles, storage areas, field offices, staging areas, haul roads, etc. both on and off the ROW.
Quality Assurance	Sampling, testing, inspection, and other activities conducted by the Government to assure that the Contractor's quality control is being conducted properly.
Quality Control	Sampling, testing and other process control activities conducted by the Contractor to monitor production and placement operations in order to maintain required quality.
Rehabilitate	To restore to original condition, operation, and/or capacity. To make as-new.
Right-of-Way	A general term denoting property owned or controlled by the USIBWC. Also any property on which USIBWC has an easement.
Road or Street	General terms denoting a public way for purposes of vehicular travel, primarily for access to residence, business, or other abutting property. Also used for USIBWC's O&M road which is not a public way.
Roadway Gravel	Aggregate designed as the surface of a gravel roadway; also known as aggregate surface.
Site of Work	Used in reference to Davis Bacon Act and as defined in 29 CFR 5.2(l).
Specifications	Requirements issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the Contract.
Station	A unit of measurement consisting of 100 horizontal feet.

Subcontract	The agreement between the Contractor and subcontractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.
Subcontractor	An individual, partnership, limited liability company, corporation, or any combination thereof that the Contractor sublets, or proposes to sublet, any portion of a Contract, excluding a material supplier, truck owner-operator, wholly owned subsidiary, or specialty-type businesses such as security companies and rental companies.
Subgrade	The top surface of a roadbed (in situ soil) upon which the base and surface courses (and curbs, if applicable) are constructed. Also the bottom of the excavation above which backfill or concrete will be placed.
Subsidiary	Materials, labor, or other elements that because of their nature or quantity have not been identified as a separate bid item and are considered included within the items on which they necessarily depend.
Superintendent	The representative of the Contractor who is available at all times and able to receive instructions from the USIBWC CO or COR and is able to act for the Contractor.
Surplus Materials	Any debris or material related to the Contract not incorporated into the work.
Utility	Privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, heat, gas, oil, water, waste, or storm or irrigation water; the utility company.
Weather Advisory	An announcement that hazardous weather or hydrologic event is occurring, imminent, or likely. Advisories are less serious than warnings. Advisories are for events that cause significant inconvenience and if caution is not exercised, could lead to situations that may threaten life or property.
Weather Warning	An announcement that hazardous weather or hydrologic event is occurring, imminent, or likely. A warning means weather conditions pose a threat to life or property. People in the path of the storm need to take protective action.
Weather Watch	An announcement that the risk of a hazardous weather or hydrologic event has increased significantly, but its occurrence, location, or timing is still uncertain. Warnings are intended to provide enough lead time so those who need to set plans in motion can do so. A watch means that hazardous weather is possible. People should have a plan of action in case a storm threatens and they should listen for later information and possible warnings.
Work	The furnishing of all labor, materials, equipment and other incidentals necessary for the successful completion of the Contract.
Work Day	Contractor's scheduled days of work, whether work is performed or not.
Work Week	Normal, non-overtime, work week accounts for 40 hours in 4 or 5 work days.
Worksite	All areas where work under this Contract take place, including, but not limited to, the Contractor's local offices, yards, warehouses, lay down areas, staging areas, storage areas, haul roads not on a public roadway, material disposal sites, and PSLs.

PART 2 - PRODUCTS
(Not Used)

PART 3 - EXECUTION
(Not Used)

--End of Section--

SECTION 01.51.00
TEMPORARY UTILITIES

PART 1 - GENERAL

1.1. SECTION INCLUDES

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1.1. Section Includes....1
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1.2. RELATED REQUIREMENTS

1.2.A. Section 01.31.00-Project Management

1.2.B. Section 01.33.00-Submittal Procedures

1.3. REFERENCE STANDARDS

1.3.A. Code of Federal Regulations (CFR) / Occupational Safety and Health Administration (OSHA)

1. 29 CFR 1910, Occupational Safety and Health Standards
2. 29 CFR 1926, Construction Standards

1.3.B. National Fire Protection Association (NFPA)

1. NFPA 10-2022 Standard for Portable Fire Extinguishers, including Errata through 10-22-1
2. NFPA 70-2020 Standard for Electrical Safety in the Workplace (also known as the National Electrical Code [NEC]), including Errata through 70-20-4 and TIA through 20-4
3. NFPA 241-2022 Standard for Safeguarding Construction, Alteration and Demolition Operations, including Errata 241-22-1

1.4. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.5. GOVERNMENT FURNISHED UTILITIES

The Government will not be furnishing any utilities for this project including, but not limited to: potable and non-potable water, electricity, telephone, sewer, and natural gas.

1.6. TEMPORARY ELECTRICITY

1.6.A. Temporary service shall be obtained by the Contractor at their expense by generator.

1. The Contractor shall furnish and install onsite power generators and/or engine driven equipment as required to provide power for the Contractor's construction activities.

1.6.B. Provide power for testing and checking equipment, if required.

1.7. TEMPORARY LIGHTING

1.7.A. Definitions
The following definitions apply:

1. Work Lighting
That lighting required to provide adequate illumination for work being performed.
2. Safety Lighting
That lighting required to provide:
   a. Adequate illumination for safe movement of authorized persons throughout Project.
   b. Adequate illumination for public safety.
   c. Special warning lighting for hazardous conditions.
3. Security Lighting
That lighting required in protection of project from unauthorized entry.

1.7.B. Furnish and install temporary lighting which is required for:

1. Construction needs.
2. Safe and adequate working conditions throughout project.
3. Public safety.
4. Security lighting.
5. Lighting for temporary storage.
6. Provide work lighting from 15 minutes prior to 15 minutes past scheduled work hours on scheduled work days.
7. Provide safety lighting at all times when authorized personnel are present.

1.7.C. Maintain strict supervision of use of temporary lighting. Enforce conformance with applicable standards and safe practices and prevent abuse of services.

1.7.D. Costs of Installation and Operation
The Contractor shall pay all costs for temporary lighting, including costs of installation, maintenance, and removal and shall provide all lamps and replacements.

1.7.E. Requirements of Regulatory Agencies
The Contractor shall comply with NEC, Federal, state, and local codes, and utility service company regulations.

1.8. TEMPORARY WATER

1.8.A. The Contractor shall provide construction water as required for project throughout construction period.

1.8.B. The Contractor is responsible for source of water, as well as determining quantity of water required and availability of water.

1.8.C. The Contractor shall provide water for general construction requirements.

1.8.D. The Contractor shall maintain adequate volume of water for all purposes and attain approval of the local governing entity, water district, municipality, or owner of the utility for amount of water and locations of connections for fire protection that may be required.

1.8.E. The Contractor shall provide potable water meeting the requirements of all state and federal regulations. Bottled water may be used for potable water.

1.8.F. The water required for construction shall not come from the Rio Grande and must adhere to state water law.

1.8.G. The Contractor shall maintain strict supervision of use of temporary services:

1. Enforce conformance with applicable codes and standards.
2. Enforce sanitary practices.
3. Prevent abuse of services.
4. Prevent wasteful use of water.
5. Protect system from freezing.

1.9. TEMPORARY FIRE PROTECTION

1.9.A. The Contractor shall conform to the fire protection and prevention requirements specified herein as well as those which may be established by Federal, state, or local governmental agencies.

1.9.B. The Contractor shall comply with all applicable provisions of NFPA Standard No. 241, Safeguarding Construction, Alteration and Demolition Operations.

1.9.C. Facilities specified herein shall be provided by the Contractor, but the Contractor is responsible for assuring that all subcontractors also conform to the provisions of this Section and all applicable laws, ordinances, rules, and regulations.

1.9.D. The Contractor shall provide portable fire extinguishers, rated not less than 2A or 5B in accordance with NFPA Standard No. 10, Portable Fire Extinguishers, for each temporary vehicle or piece of equipment.

1.9.E. The Contractor shall prohibit smoking in hazardous areas. Post suitable warning signs in areas which are continuously or intermittently hazardous.

1.9.F. The Contractor shall maintain clear exits from all points of the work.

PART 2 - PRODUCTS

2.1. MATERIALS FOR TEMPORARY LIGHTING

2.1.A. Materials and equipment may be new or used, but must be adequate for purposes intended and must not create unsafe conditions or violate requirements of applicable codes.

2.1.B. The Contractor shall provide all required facilities, including wiring, switches, accessories, and supports.

2.1.C. The Contractor shall provide standard products, meeting UL "Listed" requirements.

2.1.D. The Contractor shall provide heavy-duty guards on fixtures.

2.1.E. The Contractor shall provide appropriate types of fixtures for environment in which used, in accordance with NEC standards.

2.2. MATERIALS FOR TEMPORARY WATER

2.2.A. Materials may be new or used, but must be adequate for purpose required, must be sanitary, and must not violate requirements of applicable codes.

2.2.B. The Contractor shall provide all required facilities, including piping, valves, pumps, pressure regulators, tanks, and other appurtenances.

2.2.C. Source

1. If portable water tanks are not used, the water required for all construction activities shall be provided from a metered municipal source.
2. Water from the Rio Grande shall not be used by the Contractor at any time.

PART 3 - EXECUTION

3.1. REQUIREMENTS FOR TEMPORARY ELECTRICITY

3.1.A. Installation

1. Install temporary work in a neat orderly manner and make structurally and electrically sound throughout.
2. Maintain installation throughout construction period to give continuous service and to provide safe working conditions.
3. Modify service and rearrange wiring as work progress requires.
4. Locate all facilities to avoid interference with hoisting, materials handling, storage, traffic areas, existing operable facilities, and work under other Contracts.

3.1.B. Removal

Completely remove temporary materials and equipment after permanent installation is in use. Repair damage caused by the temporary service or its removal and restore to specified or original condition.

3.2. REQUIREMENTS FOR TEMPORARY LIGHTING

3.2.A. Installation

1. Install temporary work in neat and orderly manner and make structurally and electrically sound throughout.
2. Maintain throughout construction period to give continuous service and to provide safe working conditions.
3. Modify and extend lighting as work progress requires.
4. Locate to avoid interference with or hazards to:
   a. Work or movement of personnel.
   b. Traffic areas.
   c. Materials handling.
   d. Storage areas.
5. Direct all temporary lighting at the work area in such a manner that fugitive light is not directed at nearby roads, businesses, or residences.

3.2.B. Removal

Completely remove temporary materials and equipment, after project is complete. Repair damage caused by temporary service and restore surfaces to specified or original condition.

3.3. REQUIREMENTS FOR TEMPORARY WATER

3.3.A. Installation

1. Install work in a neat and orderly manner and make structurally and mechanically sound throughout.
2. Maintain to provide continuous service.
3. Modify and extend service as work progress requires.
4. Locate piping and outlets to provide service convenient to work stations and to avoid interference with traffic and work areas, materials handling equipment, and storage areas.

5. Provide insulation, or other means as required, to prevent pipes from freezing.
6. When necessary to maintain pressure, provide temporary pumps, tanks, and compressors.

3.3.B. Removal

Completely remove temporary materials and equipment upon completion of construction. Clean and repair damage caused by installation and restore to specified or original condition.

--End of Section--

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SECTION 01.55.26
TRAFFIC CONTROL AND PROJECT SIGNAGE

PART 1 - GENERAL

1.1. SECTION INCLUDES

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1.9. Flaggers....3
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2.2. Flagger Apparel and Devices....4
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3.3. Local Access....4
3.4. Barricades and Sign Supports....5
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1.2. RELATED REQUIREMENTS

1.2.A. Section 01.11.00-Summary of Work

1.2.B. Section 01.31.00-Project Management

1.2.C. Section 01.33.00-Submittal Procedures

1.2.D. Section 01.57.19-Temporary Environmental Controls

1.3. REFERENCE STANDARDS

1.3.A. Code of Federal Regulations (CFR) / Occupational Safety and Health Administration (OSHA)

1. 29 CFR 1926, Construction Standards

1.3.B. Federal Highway Administration (FHWA)

1. Manual of Uniform Traffic Control Devices (MUTCD), Eleventh Edition with Revisions 1, December 2025
https://mutcd.fhwa.dot.gov/pdfs/11th_Editionr1/mutcd11theditionr1hl.pdf

2. Standard Highway Signs, 2024 Edition
https://mutcd.fhwa.dot.gov/kno-shs_2024.htm

1.3.C. Texas Department of Transportation (TxDOT)

1. TxDOT 2025 Manual of Uniform Traffic Control Devices (TMUTCD)
   https://ftp.txdot.gov/pub/txdot-info/trf/tmutcd/2025/2025_tmutcd.pdf

1.4. SUBMITTALS

1.4.A. Submittals shall be transmitted by the Contractor in accordance with the requirements of Section 01.33.00. The Project Manager shall be responsible for certifying that all submittals are in compliance with the Contract requirements.

1.4.B. Required submittals in this Section include:

1. Traffic Control Plan (TCP)
   The Contractor shall furnish for review by the Government after approval by the local governing body. Submission of the TCP to the local governing body shall be completed as soon as possible, but no later than 30 calendar days after NTP.
2. Designation of Contractor's Responsible Person (CRP)
   Contractor shall designate in writing a Contractor's Responsible Person (CRP) who is responsible for taking or directing corrective measures of installation and maintenance of barricades and signing deficiencies.
3. Flagger Certifications
   a. List of certified flaggers
   b. Copies of current flagger certifications

1.5. MEASUREMENT AND PAYMENT

1.5.A. Measurement
This Bid Item will be paid on the lump sum basis and no activity will be measured in the field for the purpose of payment for this individual activity.

1.5.B. Payment

1. This Bid Item will be paid for based on the lump sum unit price identified in Section B of the Contract Provisions identified as "**Mobilization and Traffic Control**."
2. Payment constitutes full compensation for furnishing, delivering, handling, and/or installing all material, labor, services, testing, tools, equipment, and for other incidental work necessary to meet Contract requirements applicable. The Contractor will not be allowed payment for rejected items.
3. The progress payments are made to benefit the Contractor. Progress payments do not constitute acceptance of any portion of the work and do not reduce the Contractor's liability to replace unsatisfactory work, material, or equipment.

1.6. GENERAL

1.6.A. The Contractor shall provide, install, move, replace, maintain, clean, and remove upon completion of work all barricades, signs, cones, lights, and /or traffic control devices as directed or required.

1.6.B. The Contractor shall remove the temporary signage currently installed at Country Club Road once construction starts. All signs, posts, and sandbags shall be returned to the USIBWC American Dam Field Office located at 2616 W Paisano Dr., El Paso, TX 79922.

1.7. PROJECT AND SAFETY SIGNS

1.7.A. All project entry points shall have signs stating "Construction Area-Keep Out" and warning signs requiring PPE. PPE sign may state "Hard Hats Required" or may specify "Hard Hats, Steel Toe Boots, and Eye Protection Required" as applicable.

1. The Contractor may delineate an area within this work zone as a "hard hat free zone." Usually such areas are used for private parking areas or lunch areas.

2. Hard hat free zones must be clearly identified and cannot be within any area of ongoing construction.

1.7.B. Provide required and appropriate safety signs and barricades.

1.7.C. Provide temporary fencing and/or barricades to keep pedestrians out of the work areas.

1.7.D. Provide temporary fencing and/or barricades to keep equipment and workers away from pedestrians.

1.7.E. Site access restrictions are detailed in Section 01.11.00 3.4.

1.8. TRAFFIC CONTROL PLAN

1.8.A. The Contractor is responsible for developing a traffic control plan (TCP), haul routes, as well as a barricade and signing plan, for all work within or adjacent to public street/road right-of-way, including ingress/egress points to such right-of-way.

1. TCPs are not required on USIBWC property.

1.8.B. **Please note that Country Club Bridge is a major artery and has heavy traffic, especially in the morning and late afternoon. There are also several school bus routes that use this bridge**.

1. Coordinating full closure of the bridge to all traffic may be difficult or impossible depending upon the time of the year, although this is the preferred option if all construction work can occur during one closure.
   a. A full closure of the bridge to all traffic may only be possible during the late evening hours or as approved by the local governing body.
2. Coordinating work to only close one lane of traffic on the bridge or to shift lanes on the bridge is more likely.
3. Refer to Sections 03.15.16 1.8 and 32.01.29.61 1.8 for more information.

1.8.C. The Contractor shall use TxDOT best practices, method of constructions, safety guidelines, and state policies during construction.

1.8.D. The Contractor's representative shall coordinate with all local, county, and state governing agencies for obtaining permits for these TCPs and coordinate with the local governing body for all detours and/or road closures on public highways and roads.

1.8.E. All permits required shall be paid for by the Contractor.

1.8.F. The TCP shall be signed and sealed by the Contractor's Engineer which is to be a licensed engineer in the state where the plan will be implemented.

1.8.G. The TCP shall be submitted to the COR for compliance confirmation prior to commencement of any construction activities and after TCP approval by the local governing body.

1.9. FLAGGERS

1.9.A. All flaggers must be qualified to perform flagging duties.

1. TxDOT approved flagger training providers are shown at https://www.txdot.gov/content/dam/docs/division/mtd/mpl/tct.pdf.

1.9.B. Provide the COR with a current list of qualified flaggers before beginning flagging activities.

1.9.C. Flaggers must be courteous and able to effectively communicate with the public.

PART 2 - PRODUCTS

2.1. TRAFFIC CONTROL SIGNS

The Contractor shall fabricate and use barricading and signing in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), TxDOT, and FHWA Standard Highway Signs.

2.2. FLAGGER APPAREL AND DEVICES

2.2.A. Flaggers shall wear high visibility apparel meeting MUTCD 6E.02.

2.2.B. Hand-signaling devices shall meet MUTCD 6E.03.

1. The STOP/SLOW paddle is the primary and preferred hand-signaling device.
2. Use of red flags is limited to emergency situations.

2.3. OTHER PROJECT SIGNS

2.3.A. Project signs not related to traffic control and safety barricades shall be of the size, color, and shape applicable for their application.

2.3.B. All signs used for pedestrians, including bicyclists, shall meet MUTCD, but upon COR approval may be of smaller sizes.

2.3.C. Signs related to safety situations shall meet associated OSHA requirements.

2.3.D. In almost all situations, hand written signs are not allowed.

PART 3 - EXECUTION

3.1. IMPLEMENTATION

3.1.A. Before beginning work, designate in writing a Contractor's Responsible Person (CRP) to be the representative of the Contractor who is responsible for taking or directing corrective measures of installation and maintenance of barricades and signing deficiencies as soon as possible. The CRP must be accessible by phone and able to respond to emergencies 24 hours per day.

3.1.B. The Contractor shall install devices straight and plumb. Do not make changes to the location of any device or implement any other changes without the compliance confirmation of the Government. Minor adjustments to meet field constructability and visibility are allowed.

3.2. FLAGGERS

3.2.A. Use only flaggers on the compliance confirmed, qualified list.

3.2.B. When directing traffic, flaggers must use standard attire, flags, signs, and signals and follow the flagging procedures set forth in the TxDOT or MUTCD guidance, as applicable.

3.3. LOCAL ACCESS

3.3.A. The Contractor shall ensure that all roads used during construction are maintained throughout the duration of use and shall be restored to the preconstruction condition or the intended construction condition.

1. All affected roads shall be included on the preconstruction video to fully document the condition of the road prior to construction activities.
2. The Contractor shall add gravel or other material to roads used as part of this project as required to keep them maintained.

3.4. BARRICADES AND SIGN SUPPORTS

3.4.A. Adequate support for the project signing and barricades, including positioning and alignment, shall be provided by the Contractor.

3.4.B. The Contractor shall implement an inspection schedule to ensure that all required and necessary signs are in the correct position and alignment. This schedule may vary based upon weather conditions or time of year.

3.5. MAINTENANCE

3.5.A. The Contractor shall maintain devices including, but not limited to barricades, concrete traffic barrier, and signing, by taking corrective action as soon as possible.

3.5.B. Corrective action includes but is not limited to cleaning, replacing, straightening, covering, or removing devices.

3.5.C. The Contractor shall maintain the devices such that they are properly positioned, spaced, and legible and that retro-reflective characteristics meet requirements during darkness and rain.

3.5.D. Traffic control signs such as flaggers ahead, etc. shall be covered, turned, or removed when signed activities are not currently being conducted.

3.6. MUD FROM VEHICLES

3.6.A. Establish a maintenance program for removing dust, debris, and mud from public roadways that may be tracked from construction site, if applicable.

3.6.B. See Section 01.57.19 for full guidance on preventing track out of sediment from jobsite.

3.7. REMOVAL

Upon completion of work, the Contractor shall remove all barricades, concrete traffic barrier, signs, cones, lights, and/or traffic control devices used for work-zone, unless otherwise shown on the Contract Drawings.

--End of Section--

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SECTION 01.57.00
TEMPORARY CONTROLS FOR WORK AREAS

PART 1 - GENERAL

1.1. SECTION INCLUDES

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1.2. RELATED REQUIREMENTS

1.2.A. Section 00.31.43-Permit Application

1.2.B. Section 01.11.00-Summary of Work

1.2.C. Section 01.33.00-Submittal Procedures

1.2.D. Section 02.01.00-Existing Conditions & Facilities

1.3. REFERENCE STANDARDS

1.3.A. Texas Commission on Environmental Quality (TCEQ)

1. Texas Pollution Discharge Elimination System (TPDES)
2. TPDES 2023 Construction General Permit TXR150000 dated March 5, 2023

1.4. SUBMITTALS

1.4.A. Submittals shall be transmitted by the Contractor in accordance with the requirements of Section 01.33.00. The Project Manager shall be responsible for certifying that all submittals are in compliance with the Contract requirements.

1.4.B. Required submittals in this Section include:

1. Staging Area
   a. Plan showing the proposed staging or storage items to be placed in the USIBWC property area, within 15 calendar days of the NTP.

1.4.C. If staging outside of USIBWC ROW, the following submittals required in this Section include:

1. Staging Area
   a. Eleven inch by seventeen inch (11"x17") plan showing the location of any proposed staging or storage area.
   b. Copies of any permits, surveys, etc. related to staging and storage areas shall be provided to the COR.
2. Contractor documentation on certification decisions, contacts, and correspondence with the resource agencies for all Project Specific Locations (PSL).
3. Proof of compliance with all natural, cultural, and environmental regulations for use of any site. Proof of compliance can be documentation from the city/county/state oversight board or a release of all claims from the property owner.
4. The Contractor shall submit to the Government copies of landowner agreements or other temporary easements obtained to facilitate construction operations per Section 01.11.00 Paragraph 3.2.

1.5. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.6. GENERAL

1.6.A. The Contractor shall obtain written compliance confirmation from the Government for all PSLs outside the right of way not specifically addressed in the Contract Drawings.

1.7. WORK AREA / PROJECT-SPECIFIC LOCATION REQUIREMENTS

1.7.A. The Contractor shall provide for protection of the existing right-of-way and existing facilities.

1.7.B. The Contractor shall limit all construction activities to areas within the project limits and other project specific locations (PSLs). PSLs include, but are not limited to, material sources, waste sites, parking areas, stockpiles, storage areas, staging areas, etc. both on and off the ROW. Most PSLs are located on private or non-USIBWC property.

1. The Contractor’s offsite (outside USIBWC ROW) stockpile and staging area locations shall be compliance confirmed by the Government prior to the start of construction. See Section Paragraph 1.8 below for details on use of USIBWC property for storage and/or staging areas.

1.7.C. Signing the Contract certifies compliance with all applicable laws, rules, and regulations pertaining to the preservation of natural and cultural resources and the environment as issued by federal, state, and local agencies.

1.7.D. PSLs shall not impact wetlands, natural resources, nor cultural resources.

1.7.E. All subcontractors must also comply with applicable environmental laws, rules, regulations, and requirements in the Contract.

1.7.F. The Contractor shall provide the Government with proof of compliance with all natural, cultural, and environmental regulations for use of any site outside the project limits. Proof of compliance can be documentation from the city/county/state oversight board or a release of all claims from the property owner.

1.7.G. The Contractor shall obtain written compliance confirmation from the Government for all PSLs in the right of way not specifically addressed in the Contract Drawings.

1. The Contractor shall address requirements for stormwater pollution prevention for all Contractor facilities located within the right of way.
2. The Contractor shall comply with all permit requirements for portable facilities, such as concrete batch plants, rock crushers, asphalt plants, etc.

3. The Contractor shall address all environmental issues, such as Section 404 permits, EIS, ROD, EA, FONSI, wetland delineation, endangered species consultation requirements, or archaeological and historic site impacts.

1.8. USE OF GOVERNMENT LAND

1.8.A. The Contractor's construction facilities shall be arranged and operated in a manner to preserve and protect existing features, trees, and vegetation to the maximum extent practicable. The location, construction, operation, maintenance, and removal of construction facilities on Government land shall be subject to the approval of the COR.

1.8.B. USIBWC property is available for the use as the Contractor's staging and/or storage area near the project site at a gravel pad off the West Levee (reference Figure 4 for location).

1. The Contractor may choose to have an offsite area provided all other requirements of this Section are met.
2. No other areas on USIBWC right of way shall be provided for Contractor's use.

Figure 4 - Proposed Staging Area Allowed on USIBWC Property

1.8.C. Housing for Contractor personnel will not be permitted on Government land.

1.8.D. Upon completion of the work, and following removal of construction equipment and required cleanup, Government land used for construction purposes and not required for the completed installation shall be returned to preconstruction conditions.

1.9. STAGING AREA

1.9.A. A specific location has been arranged for the Contractor's use for staging (see Figure 4). Any other areas are subject to compliance confirmed by the COR. Within 15 calendar days of the NTP, the Contractor shall submit an ANSI B (11"x17") plan showing the proposed staging or storage items to be placed in the USIBWC property area, indicating the size of the area to be used, and the proposed method of fencing the area.

1. The Contractor shall leave the staging area in preconstruction conditions or better.

1.9.B. The Contractor shall ensure that staging areas, parking areas, and all other PSLs are protected from hydrocarbon spills.

1.9.C. The Contractor is responsible for all permits, environmental surveys, or other items required for staging or storage areas outside of USIBWC property. It is the Contractor's responsibility to check with the local regulatory bodies to ensure that all regulations and requirements are met.

1. Contractor shall ensure that requirements of Section 01.57.00 are met for all staging and storage areas.
2. Copies of any permits, surveys, etc. related to staging and storage areas shall be provided to the COR.

1.9.D. Contractor is responsible for all security related to maintenance, use, and storage at their staging area.

1.10. ACCESS TO THE WORK

1.10.A. The Contractor shall use existing roads to access project limits and associated PSLs subject to the following conditions:

1. The Contractor shall be responsible for, and repair, any damage to roadways used by the Contractor, subcontractors, and/or vendors in performing the work under this Contract.
2. The Contractor shall meet all conditions imposed upon the use of existing roads by those having jurisdiction thereof, including seasonal, weight limits, and/or other limitations or restrictions.

1.10.B. Under flood conditions or other extreme weather events, full access to the jobsite may not be available.

1.11. AGREEMENTS AND TEMPORARY EASEMENTS

1.11.A. Agreements and temporary easements for PSLs and for Contractor access to property to facilitate construction off USIBWC's ROW shall reference the Contract number and project title.

1.11.B. Agreements and temporary easements shall include permission for Government access to conduct appropriate inspections.

1.11.C. Dollar amounts on these documents may be blacked out when copies are provided to Government.

1.11.D. See Section 01.11.00 Paragraph 3.2 for areas accessible to Contractor without agreements or temporary easements.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

3.1. STAGING AREAS AND OTHER PSLS

3.1.A. The Contractor shall submit to the Government copies of landowner agreement(s) and other applicable documentation for all PSLs utilized on this project.

--End of Section--

SECTION 01.57.19
TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Related Requirements....1
1.3. Reference Standards....1
1.4. Measurement and Payment....2
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1.2. RELATED REQUIREMENTS

1.2.A. Section 00.31.43-Permit Application

1.2.B. Section 01.33.00-Submittal Procedures

1.2.C. Section 01.57.00-Temporary Controls for Work Areas

1.2.D. Section 01.74.19-Construction Waste Management and Disposal

1.2.E. Section 02.01.00-Existing Conditions & Facilities

1.3. REFERENCE STANDARDS

1.3.A. Code of Federal Regulations (CFR)

1. 22 CFR 1104, International Boundary and Water Commission, Protection of Archaeological Resources
2. 29 CFR 1910, Occupational Safety and Health Standards (OSHA)
3. 36 CFR 800, Protection of Historic Properties (NHPA)

1.3.B. Texas Commission on Environmental Quality (TCEQ)

1. Texas Pollution Discharge Elimination System (TPDES)
2. TPDES 2023 Construction General Permit TXR150000 dated March 5, 2023

1.3.C. United States Code (USC)

1. Archaeological Resources Protection Act (ARPA), 16 USC Chapter 1B
2. Clean Water Act (CWA), 33 USC 1251 et seq.
3. Endangered Species Act (ESA), 16 USC 1531 et seq.
4. Federal Environmental Pesticide Control Act, 7 USC Chapter 6
5. National Environmental Policy Act (NEPA), 42 USC 4321-4347
6. National Historic Preservation Act (NHPA), 54 USC 300101 et seq.
7. Native American Graves Protection and Repatriation Act (NAGPRA), 25 USC 3001 et. seq.

1.4. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.5. GENERAL

1.5.A. The Contractor shall provide and maintain methods, equipment, and temporary construction as necessary to provide controls over environmental conditions in the construction areas, adjacent areas, temporary work areas and all Project Specific Locations (PSL) and shall remove physical evidence of the temporary facilities at the completion of work.

1.5.B. The Contractor shall, at their own expense, obtain all required permits for environmental controls unless otherwise specified.

1.5.C. Contractors shall be responsible for knowing about applicable environmental laws and regulations.

1.5.D. Since the project does not require the use of geological materials, cultural resource surveys are not contemplated to be required.

1.5.E. If the Contractor limits all construction activities to areas within the project limits on Country Club Rd and adjacent USIBWC property, no additional environmental approvals or permits are anticipated to be required for the project.

1.5.F. Due to the small size of this project, a Stormwater Pollution Prevention Plan (SWPPP) is not required.

1.6. WATER POLLUTION

1.6.A. The Contractor's construction activities shall be performed by methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, or other pollutants or wastes into the Rio Grande or associated watersheds of the project limits.

1.6.B. The Contractor shall meet all requirements of the TCEQ Pollutant Discharge Elimination System requirements for discharges associated with construction activities.

1.6.C. The Contractor shall provide contained traps to washout concrete material. All waste collected in the trap shall be properly disposed of per Section 01.74.19.

1.7. AIR POLLUTION

1.7.A. The Contractor shall comply with applicable Federal, state, and local laws and regulations and with the requirements of these Contract documents concerning the prevention and control of air pollution and for pollutant emissions from all vehicles and equipment onsite. Should a conflict exist in the requirements for abatement of air pollution, the most stringent requirement shall apply. The Contractor shall utilize such methods and devices available to prevent, control and otherwise minimize atmospheric emissions or discharges of air contaminants including dust.

1.7.B. The Contractor shall not operate equipment and vehicles that show excessive emissions of exhaust gases until corrective repairs or adjustments reduce such emissions to acceptable levels.

1.8. DUST ABATEMENT

1.8.A. The Contractor shall, during the performance of the work required by these Contract documents, or any operations appurtenant thereto and whether within the construction limits of this project or elsewhere, comply with applicable Federal, state, and local laws and regulations regarding the prevention, control and abatement of dust pollution. Should a conflict exist in the requirements for dust abatement, the most stringent requirement shall apply.

1.8.B. The Contractor shall be responsible for controlling objectionable dust caused by the operation of vehicles and equipment, clearing, or for any reason whatever. The Contractor shall control dust at all times, including Saturdays, Sundays, and holidays, during both working and nonworking hours.

1.8.C. The Government has the authority to stop any construction activity contributing to dust levels which are excessive or are in violation of Federal, state, or local laws. Dust control measures shall be maintained at all times to the satisfaction of the COR, in accordance with the requirements of the Government.

1.8.D. All costs resulting from such work stoppage shall be the responsibility of the Contractor and Contract time extensions will not be provided.

1.9. NOISE POLLUTION

1.9.A. The Contractor shall minimize noise throughout all phases of the Contract and exercise particular and special efforts to avoid the creation of unnecessary noise impact on adjacent noise sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc. Place mobile and stationary equipment to cause the least disruption of normal adjacent activities.

1.9.B. The Contractor shall comply with the applicable Federal, state, and local laws and regulations, regarding the prevention, control, and abatement of harmful noise levels. Should a conflict exist in the requirements for noise abatement, the most stringent requirement shall apply.

1.9.C. All vehicles and equipment shall be such as to minimize noise to the greatest degree practicable. Noise levels shall conform to the latest OSHA and local agency standards.

1.9.D. All equipment associated with the work must be equipped with components to suppress excessive noise and these components must be maintained in their original operating condition considering normal depreciation. Noise attenuation devices installed by the manufacturer such as mufflers, engine covers, insulation, etc. must not be removed nor rendered ineffectual nor be permitted to remain off the equipment while the equipment is in use.

1.10. LIGHT ABATEMENT

The Contractor shall exercise special care to direct all stationary lights to shine downward at an angle less than horizontal. These lights shall also be shielded so as not to be a nuisance to surrounding areas. No lighting shall include a residence or roadway in its direct beam. The Contractor shall immediately correct lighting problems when they occur.

1.11. EROSION PROTECTION

1.11.A. The Contractor shall use industry Best Management Practices (BMP) for erosion control and construction stormwater containment and permits, if applicable.

1.11.B. The Contractor shall plan and execute construction by methods to control surface drainage and prevent erosion and sedimentation.

1.11.C. The Contractor shall apply water or use other methods subject to the COR's compliance confirmation which will keep dust in the air to a minimum.

1.11.D. The Contractor shall revegetate all areas disturbed during construction.

1.12. PAINT AND SOLVENT CONTROL

The Contractor shall comply with all requirements of regulatory agencies in use, storage, application, and disposal of paints and solvents, and containers for paints and solvents. All disposals shall be at a compliance confirmed legal disposal site and disposed of according to Section 01.74.19.

1.13. OILS

1.13.A. Oil means oil of any kind or in any form, including, but not limited to: fats, oils, or greases of animal, fish, or marine mammal origin; vegetable oils, including oils from seeds, nuts, fruits, or kernels; and, other oils and greases, including petroleum, fuel oil, sludge, synthetic oils, mineral oils, oil refuse, or oil mixed with wastes other than dredged spoil.

1. Petroleum oils include, but are not limited to, crude and refined petroleum products, asphalt, gasoline, fuel oils, mineral oils, naphtha, sludge, oil refuse, and oil mixed with wastes other than dredged spoil.
2. Nonpetroleum oils and greases include coal tar, creosote, silicon fluids, pine oil, turpentine, and tall oils.
3. Synthetic oils are used in a wide range of applications, including as heat transfer fluids, engine fluids, hydraulic and transmission fluids, metalworking fluids, dielectric fluids, compressor lubricants, and turbine lubricants. Synthetic oils are created by chemical synthesis rather than by refining petroleum crude or extracting oil from plant seeds.
4. Animal fat means a non-petroleum oil, fat, or grease of animal, fish, or marine mammal origin.
5. Vegetable oil means a non-petroleum oil or fat of vegetable origin, including but not limited to oils and fats derived from plant seeds, nuts, fruits, and kernels.

1.13.B. Oils shall not be stored within the 100 year floodplain. The 100 year floodplain is defined as top of left levee to top of right levee.

1.13.C. All stored oils must have a secondary containment system capable of containing twice the volume of the storage tank. Appropriate spill cleanup materials must be available onsite at all times during construction.

1.13.D. All equipment shall be cleaned (pressure washed and/or steam cleaned) of external oil, grease, dirt and mud, and all leaks repaired prior to arriving at the project site.

1. All equipment will be inspected by the Project Superintendent and the Government Inspector before unloading at site.
2. Any leaks or accumulations of grease shall be immediately corrected.
3. A written log of inspections and maintenance must be completed and maintained throughout the project period.

1.13.E. The Contractor shall maintain all of their equipment, both onsite and at all PSLs, in good working order to prevent drips and leaks.

1. Leaking equipment shall not be used.
2. Leaking equipment shall be red tagged by the Contractor or the COR. This equipment must be removed from the site until all leaks have been corrected.

1.13.F. All equipment (heavy equipment, chainsaws, ATVs, other hand power tools, etc.) shall be fueled outside of stream adjacent riparian areas, wet areas, at least 100 feet from any surface water, and at least 100 feet from the banks of the Rio Grande. Specific fueling areas may be approved and designated by the COR.

1.13.G. Used oils shall be disposed of by the Contractor according to Section

1.13.H. Any soil contaminated by oil shall be removed from the site within 24 hours of discovery and disposed of according to Section 01.74.19.

1.14. PRESERVATION OF HISTORICAL AND ARCHAEOLOGICAL DATA

1.14.A. General
Federal legislation provides for the protection, preservation, and collection of scientific, prehistoric, historic, and archaeological data, including relics and specimens, which might otherwise be lost due to alteration of the terrain as a result of any Federal construction project.

1.14.B. The Contractor shall not conduct any operations which will affect other public or private lands, including but not limited to quarry operation, aggregate production, and use of borrow sources or waste areas.

1.14.C. No purchase of geological materials or ground disturbing activities are anticipated for use on this project. Therefore, cultural resource studies in accordance with Section 106 of National Historic Preservation Act (NHPA - 36 CFR 800) and USIBWC NHPA implementing regulations (22 CFR 1104) are not required.

1.14.D. The Contractor and any subcontractors shall comply with state historical preservation laws (see State's Historical Preservation Office (SHPO)) when operating on non-Federal and non-Indian lands.

1.14.E. Destruction of Archaeological Resources
Any person who excavates, removes, damages, alters, or defaces or attempts to excavate, remove, damage, or otherwise alter, or deface any archaeological resource located on public lands or Indian lands is subject to a maximum of five years in prison and $250,000 fine, as prescribed under Sections 6 and 7 of the Archaeological Resources Protection Act (ARPA). State law may provide other penalties on non-Federal lands.

1.14.F. Discovery of Resources

1. Should the Contractor, or any of the Contractor's employees, or parties operating or associated with the Contractor in the performance of this Contract discover evidence of possible cultural, scientific, prehistoric, historical, or archaeological resources, the Contractor shall:
   a. Immediately cease work at that location.
   b. Immediately notify the COR orally, giving the location and nature of the findings.
   c. Follow with written confirmation to the COR within 2 days.
2. In addition to notifying the COR, when the discovery occurs on state, municipal, or private lands, notify the appropriate state officials as prescribed by state law.
3. If a cultural resource is determined by USIBWC to be a Native American cultural item, then the Contractor shall cease the activity in the area of the discovery, make a reasonable effort to protect the items discovered, and wait for written approval from the CO before resuming activity. This requirement is prescribed under the Native American Graves Protection and Repatriation Act (NAGPRA).
4. If the discovery occurs on tribal lands, the Contractor shall immediately orally notify the responsible tribal official and the COR and follow with written confirmation within 2 days to the responsible tribal official and the COR.
5. Exercise care so as not to disturb or damage cultural resources uncovered during construction activities and provide such cooperation and assistance as may be necessary to preserve the findings for removal or other disposition by the CO.
6. Do not resume work in the area of discovery until receipt of written notice to proceed from the CO.

1.14.G. Discovery of Human Remains or Native American Artifacts

1. Should the Contractor, or any of the Contractor's employees, or parties operating or associated with the Contractor in the performance of this Contract discover evidence of human remains or burials, the Contractor shall:
   a. Immediately cease work at that location and within a 100 foot radius.
   b. Immediately notify the COR orally, giving the location and nature of the findings.
   c. Follow with written confirmation to the COR within 24 hours.

2. In additional to all Federal regulations, any human remains or Native American artifacts found on private property or state owned land used as part of this project is subject to all applicable state regulations.
   a. See Texas Health and Safety Code §711-715.
3. Exercise care so as not to disturb or damage any remains or artifacts uncovered during construction activities and provide such cooperation and assistance as may be necessary to preserve the findings for removal or other disposition by the CO.
4. Do not resume work in the area of discovery until receipt of written notice to proceed from the CO.

1.14.H. Where appropriate by reason of discovery, the CO may order delays in time of performance or changes in work, or both. When such delays or changes are ordered, an equitable adjustment will be made in the Contract in accordance with applicable clauses of the Contract.

1.15. NOXIOUS WEEDS

1.15.A. To prevent the potential spread of noxious weeds into work areas, Contractor shall be required to use weed-free equipment.

1.15.B. A current list of Texas' noxious weeds is available at www.texasnonnatives.org/Texasnonnatives-LISTS.htm.

1.15.C. Pressure wash all equipment to remove dirt and vegetation before bringing onsite to limit introduction of noxious weeds.

1.15.D. All subsequent move-ins of construction equipment shall be treated in the same manner as initial move-in.

PART 2 - PRODUCTS
(Not Used)

PART 3 - EXECUTION

3.1. CONTRACTOR'S RESPONSIBILITIES

3.1.A. Phasing
The Contractor shall implement control measures in the area to be disturbed before beginning construction. Disturbances shall be limited to those areas shown on the Contract Drawings. If, in the opinion of the Government, the Contractor cannot control soil erosion and sedimentation resulting from construction operations, the Government will limit the disturbed area to that which the Contractor is able to control. The Contractor shall minimize disturbance to vegetation.

3.1.B. Maintenance
The Contractor shall immediately correct ineffective control measures, implement additional controls, and/or remove excavated material within the time requirements specified in the applicable stormwater permit.

3.1.C. Restricted Activities

1. Disposal areas or stockpiles shall not be located in any wetland, water body, or streambed unless specifically allowed on the Contract Drawings.
2. The Contractor shall not lay down any material on the floodplain.
3. No equipment repairs shall occur on or in the floodplain/channel of the Rio Grande.
4. Unless compliance confirmed by the COR, all equipment shall be parked at the Contractor's staging area or at the stockpile site at the end of each work shift.

3.1.D. Structure Intakes
All structures shall be protected with silt fence or other appropriate BMP.

3.1.E. Installation, Maintenance and Removal Work

1. The Contractor shall perform work in accordance with the general stormwater permit.
2. If a device ceases to function as intended or it has visible damage, the Contractor shall repair or replace the device or portions thereof as necessary.
3. The Contractor shall remove devices upon compliance confirmation or when directed. Upon removal, finish-grade and dress the area. Stabilize disturbed areas in accordance with the permit and/or as shown on the Contract Drawings or directed.

3.2. CONTROLS

3.2.A. The Contractor shall provide the following as required:

1. Construction Exits / Entrances
   When tracking conditions exist, prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits. The Contractor will be required to use a street sweeper, blade, water truck, or other equipment if other methods of track out control fail to prevent buildup of mud or dust on the roadway.
2. Removal of Sediment and Debris
   The Contractor shall remove sediment and debris when accumulation affects the performance of the devices. The Contractor shall dispose of removed material in accordance with Federal, state, and local regulations.
3. Drip Pans
   The Contractor shall be responsible for providing oil drip pans to be set under any vehicle left parked overnight or being repaired within USIBWC's ROW to prevent oil drips from contaminating the soil.

3.3. ENVIRONMENTAL COMMITMENTS

3.3.A. The Contractor shall power wash all equipment prior to using onsite.

1. If equipment is demobilized and then returned to the project, it shall be power washed again.

3.3.B. Leaking or dripping equipment is not allowed to be operated on this worksite. The Contractor shall ensure that all equipment is in sound working order.

3.3.C. Equipment with oil seeps may require periodical power washing to ensure that oil is not deposited within USIBWC ROW.

1. Equipment may not be power washed within the floodplain, the river channel, or the levee footprints.

--End of Section--

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SECTION 01.71.13
MOBILIZATION

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Measurement and Payment....1
1.3. General....1
Part 2 - Products (Not Used)....2
Part 3 - Execution (Not Used)....2
--End of Section--....2

1.2. MEASUREMENT AND PAYMENT

1.2.A. Measurement

This Bid Item will be paid on the lump sum basis and no activity will be measured in the field for the purpose of payment for this individual activity.

1.2.B. Payment

1. The mobilization Bid Item will be paid for based on the lump sum unit price identified in Section B of the Contract Provisions identified as "**Mobilization and Traffic Control**."
   a. The Government will pay for insurance and bonds as part of mobilization after issuance of the Notice to Proceed. Copies of paid invoices must be provided with pay estimate.
2. The demobilization Bid Item will be paid for based on the lump sum unit price identified in Section B of the Contract Provisions identified as "**Cleanup and Closeout**."
   a. The Government will not pay any portion of the CLIN amount for "Cleanup and Closeout" prior to full demobilization.
   b. In no case will the Government pay more than 50% of the CLIN amount for "Cleanup and Closeout" after demobilization.
3. Payment constitutes full compensation for furnishing, delivering, handling, and/or installing all material, labor, services, testing, tools, equipment, and for other incidental work necessary to meet Contract requirements applicable. The Contractor will not be allowed payment for rejected items.
4. Final payment of demobilization will not be made until the Contractor has completely demobilized and the site has passed final inspection as outlined in Section 01.31.00.
5. The progress payments are made to benefit the Contractor. Progress payments do not constitute acceptance of any portion of the work and do not reduce the Contractor's liability to replace unsatisfactory work, material, or equipment.

1.3. GENERAL

1.3.A. Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for:

1. Movement of personnel, equipment, supplies, and incidentals to the site.
2. All other work and operations which must be performed, or costs incurred, prior to beginning the work.
3. Premiums paid for performance and payment bonds.
4. Premiums paid for Contract required project specific insurance.

5. Setting up a staging area.

1.3.B. Demobilization shall include, but not be limited to:

1. All activities and costs for transportation of personnel, equipment, and supplies not required or included in the Contract from the site.
2. Repair of access roads, temporary haul roads, and equipment parking areas leaving the project site in the same or better condition than at the start of the project.
3. Cleanup, removal of all trash, and housekeeping needed to restore a neat and orderly project site.

1.3.C. The Contractor may include insurance premiums for insurance required under this Contract of which the Government is listed as an additional insured in mobilization.

1. Automobile insurance, worker's compensation insurance, and health insurance are not covered under mobilization.

1.3.D. Purchase of equipment and labor administrative costs are not considered mobilization costs.

1.3.E. The Government will not pay additional mobilization compensation for work under a Contract Modification unless the Contractor is specifically instructed to demobilize by the CO or it is agreed to as part of the modification.

PART 2 - PRODUCTS
(Not Used)

PART 3 - EXECUTION
(Not Used)

--End of Section--

SECTION 01.74.19
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Measurement and Payment....1
1.3. General....1
Part 2 - Products (Not Used)....2
Part 3 - Execution (Not Used)....2
--End of Section--....2
Part 1 - General....1
1.1. Section Includes....1
1.2. Related Requirements....1
1.3. Reference Standards....1
1.4. Measurement and Payment....1
1.5. General Clean-Up and Disposal of Waste Materials....1
1.6. Hazardous Materials....2
1.7. Nonhazardous Materials....2
1.8. Failure to Perform....2
Part 2 - Products (Not Used)....2
Part 3 - Execution....2
(Not Used)....2
--End of Section--....2

1.2. RELATED REQUIREMENTS

1.2.A. Section 01.31.00-Project Management

1.2.B. Section 01.33.00-Submittal Procedures

1.2.C. Section 01.57.19-Temporary Environmental Controls

1.3. REFERENCE STANDARDS

1.3.A. Code of Federal Regulations (CFR)

1. 40 CFR 261.3, Definition of Hazardous Waste

1.3.B. Federal Acquisition Regulation (FAR)

1. FAR 52.236-12, Cleaning Up

1.4. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.5. GENERAL CLEAN-UP AND DISPOSAL OF WASTE MATERIALS

1.5.A. The Contractor shall be responsible for the cleanup and disposal of removed items, waste materials, and rubbish from the construction site and staging area(s).

1.5.B. The Contractor shall dispose of recyclable and reusable products through waste disposal only as a last option.

1.5.C. The disposal of waste materials and rubbish shall be in accordance with applicable Federal, state, and local laws and regulations and with the requirements in these Contract documents. Should a conflict exist in the requirements for cleanup and disposal of waste materials, the most stringent requirements shall apply.

1.5.D. All waste unless otherwise noted in these Technical Specifications shall be disposed of at a licensed landfill or waste disposal facility.

1.5.E. No excess materials shall be deposited within Government property, unless compliance confirmed by the Government. Excess materials not compliance confirmed by the Government for placement on Government property shall be disposed of or reused by the Contractor at another site.

1.5.F. In accordance with FAR Clause 52.236-12, entitled "Cleaning Up," the Contractor shall maintain work and storage areas free from accumulations of waste materials and rubbish and before completing the work, shall remove all temporary facilities, including, unused materials, concrete forms, and other like materials, which are not a part of the permanent work.

1.6. HAZARDOUS MATERIALS.

1.6.A. All hazardous materials or wastes used or generated by the Contractor or discovered in work or storage areas defined as hazardous by 40 CFR 261.3, or other Federal, state, or local laws or regulations shall be disposed of by the Contractor in accordance with these Contract documents and applicable Federal, state, and local laws and regulations.

1.6.B. Unknown waste materials that may be hazardous shall be tested and the test results shall be submitted immediately to the Government for review.

1.6.C. A copy of all hazardous waste manifests shall be submitted immediately to the Government for review.

1.7. NONHAZARDOUS MATERIALS.

1.7.A. All nonhazardous materials or wastes used or generated by the Contractor to include, but not limited to, refuse, garbage, sanitary wastes, industrial wastes, oil, and other petroleum products shall be disposed of by the Contractor in accordance with these Contract documents and applicable Federal, state, and local laws and regulations.

1.7.B. All materials within the construction site and staging area(s) shall be removed prior to completion of the work under these Contract documents. Unless otherwise noted in these sections, all materials removed shall become the property of the Contractor.

1.8. FAILURE TO PERFORM

In the event of the Contractor's failure to perform the work required by this Section, the work will be performed by the Government and the Contractor shall be responsible for the cost of such work. The costs for temporary controls provided by the Government shall include both direct labor costs and other direct costs associated with the work.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

--End of Section--

SECTION 01.77.19
CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Related Requirements....1
1.3. Reference Standards....1
1.4. Measurement and Payment....1
1.5. General....2
1.6. Final Acceptance by Government....2
Part 2 - Products....2
Part 3 - Execution....2
3.1. Construction Closeout....2
--End of Section--....2

1.2. RELATED REQUIREMENTS

1.2.A. Section 00.70.00-Delivery of Data to USIBWC

1.2.B. Section 01.31.00-Project Management

1.2.C. Section 01.33.00-Submittal Procedures

1.2.D. Section 01.57.00-Temporary Controls for Work Areas

1.2.E. Section 01.78.36-Warranties

1.2.F. Section 01.78.39-Record Drawings

1.2.G. Section 02.21.00-Surveys

1.3. REFERENCE STANDARDS

1.3.A. Federal Acquisition Regulation (FAR)

1. FAR 52.236-12, Cleaning Up

1.4. MEASUREMENT AND PAYMENT

1.4.A. Construction

1. Measurement
   a. This Bid Item will be paid on the lump sum basis and no activity will be measured in the field for the purpose of payment for this individual construction activity.
2. Payment
   a. This Bid Item will be paid for based on the lump sum price identified in Section B of the Contract Provisions identified as "**Cleanup and Closeout**."
   b. Payment constitutes full compensation for furnishing, delivering, handling, and/or installing all material, labor, services, testing, tools, equipment, and for other incidental work necessary to meet Contract requirements applicable. The Contractor will not be allowed payment for rejected items.
   c. In no case will the Government pay more than 50% of the CLIN amount for "Cleanup and Closeout" after demobilization. No partial payments for the remaining 50% of this CLIN will

be authorized for closeout. Full (100%) payment will not be made until completion and approval of all Contract closeout activities detailed in this Section.

1.5. GENERAL

This Section includes administrative and procedural requirements for submission of project record documents and other items required for documenting this project and facilitating Government acceptance.

1.6. FINAL ACCEPTANCE BY GOVERNMENT

1.6.A. Final acceptance by the Government will not take place until all of the following have occurred:

1. The construction site and all construction work shall pass a final inspection as specified in Section Section 01.31.00.
   a. All punch list items shall be completed and inspected by the Government.
   b. A Certificate of Completion from the City of El Paso shall be obtained for the project completion.
2. The Contractor shall clean the entire worksite as provided in Section 01.57.00 and FAR 52.236-12.
3. The Contractor shall submit a signed copy of all Daily Contractor Quality Control Reports and any items originally included with daily report reports as specified in Section 01.31.00.
4. Copies of all weekly toolbox safety meetings, safety logs, or other safety items shall be provided.
5. All submittals required under this Contract shall have been submitted to the COR and shall have received compliance confirmation.
6. All required survey data shall be provided in an organized manner. Refer to Section 02.21.00 for all final survey data requirements. All final survey data shall be stamped by a registered professional surveyor.
7. Substantial completion has been reached and IBWC Form 255 has been submitted per Section 01.78.36.
8. All warranties have been provided per Section 01.78.36.
9. The Contractor shall submit Record Drawings to the Government. Refer to Section 01.78.39.
10. Copies of Release of Claims from all affected public entities (DOTs, irrigation districts, etc.) as well as from all PSLs (outside USIBWC ROW) shall be provided to the COR to show proof of clean up and restoration.
11. Certified payrolls covering all Davis-Bacon workers on the site, including owner-operator truck drivers, shall have been provided to the COR.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

3.1. CONSTRUCTION CLOSEOUT

3.1.A. Following construction substantial completion, all items listed in Paragraph 1.6. shall be provided within the timeframe allocated in the Contract for 'Closeout.' All documents and items provided shall meet the minimum document requirements in Section 00.70.00 and the associated Technical Specification sections.

--End of Section--

SECTION 01.78.36
WARRANTIES

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Related Requirements....1
1.3. Reference Standards....1
1.4. Submittals....1
1.5. Record Documents....2
1.6. Measurement and Payment....2
1.7. General....2
1.8. Warranty Of Construction....2
1.9. Warranty Period....2
1.10. Substantial Completion....2
1.11. Warranty Priority List....3
Part 2 - Products (Not Used)....4
Part 3 - Execution....4
3.1. Minimum Warranty Requirements....4
3.2. Warranty Service Requirements....4
3.3. Repeated Issues with Warranted Items....4
--End of Section--....4

1.2. RELATED REQUIREMENTS

1.2.A. Section 01.11.00-Summary of Work

1.2.B. Section 01.31.00-Project Management

1.2.C. Section 01.33.00-Submittal Procedures

1.2.D. Section 01.77.19-Closeout Requirements

1.2.E. Section 32.01.29.61-Concrete Repair

1.3. REFERENCE STANDARDS

1.3.A. Federal Acquisition Regulation (FAR)

1. FAR 52.246-12, Inspection of Construction
2. FAR 52.246-21, Warranty of Construction

1.4. SUBMITTALS

1.4.A. Submittals shall be transmitted by the Contractor in accordance with the requirements of Section 01.33.00. The Project Manager shall be responsible for certifying that all submittals are in compliance with the Contract requirements.

1.4.B. Required submittals in this Section include:

1. Copies of all Executed Warranties

1.5. RECORD DOCUMENTS

1.5.A. Required documents to be provided to Government in this Section include:

1. Warranty Reports

1.6. MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for items specified in this Section. Include all costs of furnishing and installing required work in applicable prices offered in Contract for Contract Closeout (Section 01.77.19) for which Warranties are required.

1.7. GENERAL

1.7.A. Obtain warranties from responsible Subcontractors, suppliers, and manufacturers, within 20 calendar days after completion of the applicable item of work, but no later than the date of warranty commencement.

1.7.B. Except as noted in Paragraph 1.9. below, starting date of warranty is date of substantial completion.

1.7.C. All items from FAR 52.246-21 Warranty of Construction apply.

1.7.D. A warranty requires that if a warranted item fails to meet Contract requirements, it shall be repaired, replaced, or have other remedial actions taken to bring the item into compliance with the Contract requirements.

1.8. WARRANTY OF CONSTRUCTION

1.8.A. Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier for a period of **1** year.

1.8.B. Any item damaged due to failure or malfunction of item warranted under this Contract shall be repaired or replaced at no cost to the Government.

1.8.C. The Contractor shall supply the CO with a telephone number, mailing address, email address, and contact name for the point of contact with the Contractor for any required warranty work.

1.9. WARRANTY PERIOD

1.9.A. Commencement of warranty under FAR 52.246-21 Warranty of Construction, this Section, and any other Contract warranty clauses will not occur until substantial completion, unless one of the following apply.

1. The Certificate of Substantial Completion (IBWC Form 255) designates a warranty commencement date, other than the substantial completion date, for certain work or portions of work.
2. By separate written agreement between the Contractor and the Government, a designated and completed portion of the work is occupied or used by the Government during the construction period, in which case any warranty related to that work, or portions of work, shall commence when the occupancy or use begins.
3. Item of work is completed after substantial completion date. Warranty begins upon completion of construction, including required submittals and inspections, unless another date is agreed to between the Contractor and the Government.

1.9.B. If items under this Contract are repaired or replaced, the warranty period shall begin anew from that date.

1.9.C. Repair or replacement of one item does not affect the warranty period of another item. Each warranty shall run independent of each other.

1.10. SUBSTANTIAL COMPLETION

1.10.A. Substantial completion means the stage in the progress of the work, as determined and certified by the CO in writing to the Contractor, on which the work is sufficiently complete and satisfactory that the property

may be occupied or used for the purpose for which it is intended (Section 01.11.00 1.5.) and USIBWC has full and unrestricted use of the project.

1. All work other than minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected.

1.10.B. Substantial completion cannot be met if completion of punch list items and remaining work items will interfere or disrupt USIBWC operations.

1.10.C. Failure to list any item on the punch list shall not relieve the Contractor of responsibility for complying with the requirements of the Contract.

1.10.D. The Contractor shall submit IBWC Form 255, Certificate of Substantial Completion, when they believe that all items of the project have been completed.

1.10.E. Revocation of Substantial Completion
In regards to FAR 52.246-12(i), acceptance of work via substantial completion shall not be final and conclusive until issuance of final payment on this Contract. Additionally, these conditions exist for work accepted by the Government:

1. Failure by the Contractor to complete the punch list items by the date noted on IBWC Form 255 shall cause the date of substantial completion to be void. A new substantial completion date will be established once punch list items are complete.
   a. If the warranty commencement date was based upon the substantial completion date, then that date shall also be void.
2. If a Certificate of Substantial Completion has been issued but it is found that items covered by this Certificate do not meet the Contract requirements, the Government may revoke the Certificate of Substantial Completion.

1.10.F. Final Acceptance
Upon completion of all construction under this Contract as well as submittal of all documents and other items required to complete the Contract requirements (e.g. closeout documents, warranties, surveys, Record Drawings, etc.), the Government shall fully accept the work and notify the Contractor that they may submit their final pay estimate.

1.11. WARRANTY PRIORITY LIST

1.11.A. Warranty service shall be performed within the timeframes noted for the priority codes below. All timeframes noted below are measured from the time notice is given to the Contractor of a warranty item.

1. Priority Code A
   These items are critical to use of the roadway. The Contractor shall perform onsite inspection to evaluate the situation and determine the course of action within 1 business day, initiate work within 2 business days, and work continuously during USIBWC facility business hours until item is returned to full operating conditions.
   a. This may require the Contractor to establish an agreement with a local subcontractor, vendor, or manufacturer.
2. Priority Code B
   The Contractor shall perform onsite inspection to evaluate the situation and determine the course of action within 5 calendar days, initiate work within 10 business days, and work continuously during USIBWC facility business hours until item is returned to full operating conditions.

Table 2 - Warranty Priority Code A

Item	Issue
Structural Failure	• Foundation is compromised
Safety Hazards	• Any endangerment to traffic or public safety

Table 3 - Warranty Priority Code B

Item	Issue
Other Construction Defects	• Failure to meet Contract requirements

PART 2 - PRODUCTS
(Not Used)

PART 3 - EXECUTION

3.1. MINIMUM WARRANTY REQUIREMENTS

3.1.A. For warranties covered by the Contractor, provide a written statement noting warranty coverage and length of time.

3.1.B. Verify that warranty documents contain full information.

3.1.C. Include original warranties in submittal to COR.

3.2. WARRANTY SERVICE REQUIREMENTS

3.2.A. Following notification by the CO, COR, or authorized Government representative, the Contractor shall respond to warranty service requirements in accordance with the timeframes of the Priority Lists.

3.2.B. If the Contractor does not perform the construction warranty work within the timeframes specified, the Government will perform the work and back charge the costs to the Contractor.

3.2.C. All repairs and/or replacements performed under warranty shall be completed by a technician, applicator, or installer certified to work on the material to be repaired/replaced.

3.2.D. All installations or applications for replacements performed under warranty shall comply with these Technical Specifications. Repairs shall follow manufacturer's instructions.

3.2.E. The Contractor shall submit a warranty report on any warranty item that has been repaired during the warranty period.

1. The report shall include the cause of the problem, date reported, corrective action taken, when the work was completed, and who completed the work.
2. Report shall include pictures documenting at a minimum, new/updated equipment tags, item condition before and after warranty work, and, if replaced, equipment serial number nameplates.
3. Include documentation that items used comply with the materials compliance confirmed during construction.

3.2.F. Unless otherwise directed, the Contractor shall coordinate all work through the person that provided notification of the warranty service requirements.

3.3. REPEATED ISSUES WITH WARRANTED ITEMS

On or after the third repair of the same item, or component part thereof, the Government reserves the right to have the Contractor replace the item instead of repairing it.

--End of Section--

SECTION 01.78.39
RECORD DRAWINGS

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Related Requirements....1
1.3. Reference Standards....1
1.4. Record Documents....1
1.5. Measurement and Payment....1
1.6. General....2
1.7. Record Drawing Requirements....2
1.8. Contractor Record Drawing Preparer....3
1.9. Government AutoCAD Drawings....3
1.10. Certification of Record Drawings....3
1.11. Minimum Drawing Requirements....3
1.12. Drawing Numbers....4
Part 2 - Products....4
2.1. Record Drawings....4
Part 3 - Execution....5
3.1. Record Drawings....5
--End of Section--....5

1.2. RELATED REQUIREMENTS

1.2.A. Section 00.60.00-USIBWC Forms and Standard Documents

1.2.B. Section 01.77.19-Closeout Requirements

1.2.C. Section 01.78.36-Warranties

1.2.D. Section 02.21.00-Surveys

1.3. REFERENCE STANDARDS

1.3.A. International Boundary and Water Commission (IBWC)

1. USIBWC's Drawing and CAD Standards, November 22, 2022

1.4. RECORD DOCUMENTS

1.4.A. Required documents to be provided to Government in this Section include:

1. Record Drawings shall be submitted for review within 15 calendar days of substantial completion.
   a. If review of the preliminary Record Drawings reveals errors and/or omissions, the drawings will be returned to the Contractor for corrections.
   b. The Contractor shall make all corrections and return the Record Drawings to the COR within 5 calendar days of receipt.

1.5. MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for items specified in this Section. Include all costs of required work in applicable prices offered in Contract for Contract Closeout (Section 01.77.19) for which Record Drawings are required.

1.6. GENERAL

1.6.A. Record Drawings are as-builts or as-constructed drawings showing the end of project conditions.

1.6.B. The terms "drawings," "Contract Drawings," "drawing files," "working Record Drawings," and "plans" refer to Contract Drawings which are revised to be used for Record Drawings.

1.6.C. Record Drawings are an official record of the project at the time of construction completion. The original "as-designed" Contract Drawings are modified or new drawings are created to show all additions, deletions, and other changes made during construction. Accurate Record Drawings are very important for project operation and maintenance as well as future modifications.

1.6.D. The Contractor shall maintain one current and updated record copy of all Technical Specifications, Contract Drawings, addenda, supplementary drawings, shop drawings, modifications, and clarifications. Specifications, Contract Drawings, supplementary drawings, and shop drawings shall be annotated to show all changes made during the construction process.

1.6.E. Full compliance with this Section must be completed for closeout requirements of Section 01.77.19 to be met.

1.7. RECORD DRAWING REQUIREMENTS

1.7.A. Any drawings created shall use USIBWC's standard border, USIBWC's ctb file, and comply with USIBWC's "*Drawing and CAD Standards*." Alternatively, the Contractor may use the current border from the Contract Drawings for new drawings.

1. These items are available on USIBWC's website under link 'Std-Drawings' (see Section 00.60.00).

1.7.B. Final construction elevations, layout, quantities, coordinates, slopes, dimensions, and material shall be clearly shown on the Record Drawings.

1. Contractor may modify Government provided AutoCAD files or may create new drawings. New drawings shall match the layout, numbering, etc. of the design/construction Contract Drawings.
2. New drawings shall meet all of the requirements noted in Paragraph 1.11. below.

1.7.C. The following information is provided to improve the quality of and to facilitate preparation of the Record Drawings. The most important guideline is that the Record Drawings shall be complete, understandable, and show the constructed project. Someone with no knowledge of the design or construction should be able to review the Record Drawings and clearly know what exists in the field and how project was built.

1. Legibility of lettering and digit values shall be precise and clear when marking drawings and shall clarify ambiguities concerning the nature and application of change involved.
2. Record Drawings shall only show post construction state. Revise all features, data, and captions to show as-built condition.
3. Delete words similar to "proposed" or "approximate" and ensure that the project specific information is shown.
4. Where Contract Drawings or Specifications present options, show only the option used in construction on the Record Drawings.
5. When changes are required on small-scale drawings and in restricted areas, suggest large-scale inserts be drawn or sketched, with leaders to the location where applicable.
6. If required, provide a legend to delineate as-built features. However, do not cloud as built features or dimensions.
7. Be sure descriptive markings conform to legend symbols and linetypes shown.
8. Errors in notation on Contract Drawings shall be corrected and shall clearly show as-built condition.
9. Include shop drawings, if applicable, as additional drawings to show constructed items.

1.7.D. Where the amount of record information required to be included on a drawing would result in a single drawing being difficult to read and interpret, the Contractor shall provide supplemental sheets. For example, a new drawing showing the exact areas of concrete repair at the stoplog foundation may be required to clearly show all dimensions.

1.7.E. Record Drawings shall clearly delineate what features are as-built and which features were not modified by construction.

1. "As-Designed" items that are not shown on the Record Drawing shall be frozen instead of deleted.

1.7.F. Record Drawings shall only be printed in black and white unless original drawing had color pictures. Logos are not considered in determining whether the drawing is black and white or color.

1.7.G. Except noted below, the designer's name and engineering stamp shall be completely removed from the Record Drawings. The only firm names allowed on the Record Drawings are the Construction Contractor's. The only seals and stamps on the Record Drawings shall be those related to the production of the Record Drawings.

1. The signature block within USIBWC's standard border shall not be modified.

1.8. CONTRACTOR RECORD DRAWING PREPARER

Only personnel proficient in the preparation of engineering drawings and AutoCAD (at least 3 years' experience) shall be employed to modify the original Contract Drawings and prepare additional new drawings.

1.9. GOVERNMENT AUTOCAD DRAWINGS

1.9.A. The Contractor will be furnished the "as-designed" AutoCAD drawings by USIBWC. The drawings are in AutoCAD 2018 format.

1. USIBWC makes no representation regarding the accuracy or completeness of the electronic files received.
2. The AutoCAD files are not construction documents. Differences may exist between these electronic files and corresponding contractual hardcopy/pdf construction documents or the site at the time of construction. In the event that a conflict arises between the hardcopy/pdf drawings provided by USIBWC and the electronic files, the hardcopy/pdf drawings shall govern. The Contractor is responsible for determining if any conflicts exist.

1.9.B. Record Drawing files submitted by the Contractor shall have different filenames than the "as-designed" files.

1.10. CERTIFICATION OF RECORD DRAWINGS

1.10.A. All Record Drawings shall contain a certification similar to: "[Contractor Name] certifies that the locations, elevations, depths, and comments regarding construction accurately reflect existing field conditions."

1.10.B. All Record Drawings may contain a statement that they are not considered a certified document as to the original design, but only as to the record drawing changes and documentation of final construction.

1.10.C. Certifications shall be written in text sized no smaller than 0.10 inch.

1.11. MINIMUM DRAWING REQUIREMENTS

1.11.A. Drawings shall follow USIBWC's "*Drawing and CAD Standards.*" Guidance on providing files to USIBWC and creating Record Drawings is provided in the section entitled "Contractor Drawing Deliverables."

1. The drawing purpose within USIBWC's standard border shall be "RECORD DRAWING."
2. Both the original Solicitation number and the Contract number shall be completed within USIBWC's standard border.

3. Every sheet shall include Contractor's name, USIBWC Contract number, and Record Drawing date.

1.11.B. The drawing number, name, and description shall not be changed.

1. New supplemental drawings created by the Contractor may use an original drawing number with the addition of a letter suffix, i.e. -A.

1.11.C. If Record Drawings are revised after acceptance/completion, thoroughly note so in a revision block.

1.11.D. Record Drawings are required to reflect the same degree of detail as the original Contract Drawings. This includes detailing items and providing elevations in profiles.

1.11.E. When multiple drawings are in a single AutoCAD file, every drawing shall be on a separate layout tab. The layout tab name shall be the drawing number.

1.11.F. Provide final topography in all areas disturbed by construction. Preconstruction topography may be shown in areas untouched by construction.

1.11.G. Show corner elevations, slab elevations, edge of concrete details, as well as key structure characteristics of all concrete repaired or modified.

1.11.H. Show edge of finished surface for all roadway/concrete sections repaired as part of this Contract.

1.11.I. Show edge of asphalt and/or concrete data for all roadways, sidewalks, barriers, or other associated features that construction abutted as part of this Contract.

1.11.J. Drawings shall be updated as follows:

1. Drawing G002 shall be updated as necessary to include any updates to the legend or new sheets.
2. Drawing CS105A plan shall provide as constructed final grades, show the final areas of repair with dimensions (or may be provided on new sheet), and note the final sawcut width and depth constructed.
3. Drawing S113A Section A-A shall include the concrete patching material used for repair and note the final sawcut width and depth constructed.
4. Drawing S113A Detail 1 shall show final as constructed dimensions for the expansion joint.
5. Drawing S113A View 1 and 2 shall be updated with post construction photos at the specific locations shown.
6. Remove all clouds.

1.12. DRAWING NUMBERS

1.12.A. USIBWC Drawing numbers are shown with the format of #####-###-##. USIBWC's "*Drawing and CAD Standards*" Subsection 4.7.B. explains how the drawing numbers are formatted and how they are revised for Record Drawings.

1.12.B. For drawings with existing USIBWC drawing numbers, revised the last two digits to reflect a record drawing per the above guidance.

1.12.C. For any new drawings created as part of the Record Drawings, including any supplemental data such as shop drawings or survey drawings, request a new USIBWC drawing number.

PART 2 - PRODUCTS

2.1. RECORD DRAWINGS

2.1.A. Electronic Copies

1. The set of drawings in pdf format shall contain all signatures and stamps, as applicable.
   a. Pdf files shall be configured to allow for high quality printing.

b. Pdfs shall be generated from AutoCAD with a minimum of 1200 dpi.
c. Embed all fonts in the pdfs.
d. Pdfs shall be rotated to drawing/sheet orientation.
e. The drawings shall be half size drawings (11"x17").
f. Pdf files shall allow extraction of sheets.

2. Drawing Files
   a. AutoCAD 2018 Civil 3D or newer shall be used for drawing files.
   b. All other references to AutoCAD within this document refer to Civil 3D version.
   c. At this time, USIBWC will not accept drawings in Revit.
3. The set of drawings in AutoCAD (dwg) format shall not contain signatures nor official seals/stamps but shall fully contain all necessary items to access the data in AutoCAD.
   a. Files shall follow USIBWC's "*Drawing and CAD Standards*" section entitled "Contractor Drawing Deliverables."
   b. All associated topographic, survey, 2D data, 3D data, and cross referenced files shall be included in this drawing set.
   c. Include all shx line type files, ctb pen setting files, etc. required to replicate the drawings shall be included with the drawing set.
   d. All data shall exist in model space (AutoCAD model tab).
   e. All AutoCAD files shall be georeferenced and contain metadata and GIS projection files.
   f. Drawing items shall be associated to correct layers.
   g. Record Drawing layer names shall be descriptive in nature and shall start with "RD."
4. All 3D data shall be exported from the AutoCAD file. This includes, but is not limited to: points, surfaces, profiles, cross sections, and boundaries. Appropriate dxf, xml, cvs, etc. files shall be provided for this data.
5. All 3D data and objects shall be fully available. For the Record Drawings to be accepted by the Government, **ALL** 3D data including points, contours, breaklines, etc. shall be readable with all attached data. In other words, a point shall exist as a 3D point and not as a block or a 2D point.
6. Supporting survey data shall be provided with the Record Drawings.
   a. The calculations, notes, and survey setup documents shall be provided as noted in Section 02.21.00 Paragraph 1.12.C.

2.1.B. Record Drawings and completed work may be rejected by the Government until such work is corrected by the Contractor. AutoCAD project files without full 3D points and lines will be rejected.

PART 3 - EXECUTION

3.1. RECORD DRAWINGS

3.1.A. The Contractor shall submit the Record Drawings for review and compliance confirmation **within 15 calendar days of substantial completion**. See Section 01.78.36 1.10. for explanation of substantial completion.

--End of Section--

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International Boundary and Water Commission
United States Section

TECHNICAL SPECIFICATIONS
DIVISION 02
EXISTING CONDITIONS

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SECTION 02.01.00
EXISTING CONDITIONS & FACILITIES

PART 1 - GENERAL

1.1. SECTION INCLUDES

Part 1 - General....1
1.1. Section Includes....1
1.2. Related Requirements....1
1.3. Reference Standards....1
1.4. Submittals....1
1.5. Measurement and Payment....1
1.6. General....2
1.7. USIBWC Owned Right-of-Way....2
1.8. Survey Markers....2
1.9. Roadways and Appurtenances....2
1.10. Utilities....3
1.11. Trees, Vegetation, and Other Landscape Features....4
1.12. Notification by the Contractor....4
1.13. Protection from Elements....4
Part 2 - Products (Not Used)....5
Part 3 - Execution (Not Used)....5
--End of Section--....5

1.2. RELATED REQUIREMENTS

1.2.A. Section 00.31.32-Geotechnical Data

1.2.B. Section 01.33.00-Submittal Procedures

1.2.C. Section 01.31.00-Project Management

1.2.D. Section 01.78.39-Record Drawings

1.2.E. Section 02.21.00-Surveys

1.3. REFERENCE STANDARDS

1.3.A. Federal Acquisition Regulation (FAR)

1. FAR 52.249-10, Default (Fixed Price Construction)

1.4. SUBMITTALS

1.4.A. Submittals shall be transmitted by the Contractor in accordance with the requirements of Section 01.33.00. The Project Manager shall be responsible for certifying that all submittals are in compliance with the Contract requirements.

1.4.B. Required submittals in this Section include:

1. Copies of notifications provided by Contractor.

1.5. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.6. GENERAL

1.6.A. The Contractor shall protect all existing survey markers, benchmarks, base plates, roadways and roadway appurtenances, utilities (underground and above-ground), drainage and irrigation facilities, and trees/vegetation within the right of way or adjacent properties not designated for modification, construction, and/or removal, and shall restore damaged or temporarily relocated utilities, facilities, and trees/vegetation to a condition equal to or better than prior to such damage or temporary relocation, all in accordance with the Contract documents.

1.6.B. The Contractor shall plan and conduct operations to ensure the protection of existing features and ongoing and completed construction. Damages occurring during the course of this construction Contract as a result of the Contractor's actions or negligence shall be repaired by the Contractor at no expense to the Government.

1.6.C. Damage shall be restored to a condition equal to or better than prior to such damage or temporary relocation, all in accordance with the Contract documents.

1.6.D. Analyses, designs, and details associated with the repairs shall be prepared by a compliance confirmed design firm at no expense to the Government. The Contractor shall submit the designs for COR review and shall not begin work until the design has been compliance confirmed.

1.6.E. In some cases, the repair may require an upgrade. If the upgrade is at the request of the Government, then the Contractor shall be responsible for the expense of the design in its entirety including the upgraded features. However, the Government will provide an equitable adjustment in cost to cover the expense of the construction associated with the upgrade.

1.7. USIBWC OWNED RIGHT-OF-WAY

1.7.A. The Contractor shall begin site work once the Notice to Proceed has been issued and the preconstruction submittals are complete.

1.8. SURVEY MARKERS

1.8.A. The Contractor shall not destroy, remove, or otherwise disturb any existing survey markers without prior authorization from the COR.

1.8.B. All survey markers, brass caps, or monuments discovered during construction, whether noted on the Contract Drawings or not, shall be surveyed to ensure that they can be accurately restored after construction activities have been completed.

1.8.C. The Contractor shall be required to restore survey markers noted on the Contract Drawings or visible above ground that are disturbed during construction operations. Restoration of the survey markers shall be in accordance Section 02.21.00.

1.9. ROADWAYS AND APPURTENANCES

1.9.A. Signs and Markers
The Contractor shall not destroy, remove, or otherwise disturb any existing roadway signs or markers, unless otherwise specified in the Contract Drawings. The Contractor shall accurately restore or replace any existing roadway signs or markers immediately and as approved by the owner of the roadway.

1.9.B. Pavement or Paved Structures
All paved areas cut or damaged during construction shall be replaced with similar materials of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract documents or in the requirements of the owner of the pavement of paved structures. The pavement restoration requirement to match existing sections shall apply to all components of existing sections, including sub-base, base, and pavement. Temporary and

permanent pavement shall conform to the requirements of the affected pavement. Pavements which are subject to partial removal shall be neatly saw-cut in straight lines.

1. Temporary Resurfacing
   Wherever required by the public authorities having jurisdiction, the Contractor shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.
2. Permanent Resurfacing
   In order to obtain a satisfactory junction with adjacent surfaces, the Contractor shall saw-cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw-cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.

1.9.C. Sidewalks or Private Roads
Wherever sidewalks or private roads have been removed for purposes of construction, the Contractor shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions. If no such period of time is so fixed, the Contractor shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.

1.10. UTILITIES

1.10.A. The Contractors shall contact the state's 811 (www.texas811.org and www.nm811.org) at least 48 hours in advance of any construction work to allow utility operator to check and mark locations of existing utilities within the project limits.

1.10.B. All underground utilities and other improvements which may be impaired during construction operations shall be protected by the Contractor, regardless of whether or not the utilities are indicated in the Contract documents. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

1. Special attention is called to the existing structures that are called out in the Contract Drawings.

1.10.C. Government’s Right of Access
The right is reserved to the Government and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the work of this Contract.

1.10.D. Underground Utilities Indicated
It is the Contractor’s sole responsibility to field-verify locations and elevations of all the underground utilities indicated in the Contract documents and coordinate with the utility owners for access, permit, and/or fee as required by the owners and project, prior to construction.

1.10.E. Underground Utilities Not Indicated
In the event that the Contractor damages existing utility lines that are not indicated or the locations of which are not made known to the Contractor prior to excavation, a verbal report of such damage shall be made immediately to the COR and a written report thereof shall be made promptly thereafter.

1. The Contractor shall immediately notify the utility owner of the damage.
2. All unidentified utilities shall be fully documented on the Record Drawings in accordance with Section 01.78.39.

1.10.F. Costs of Repairs
Costs of repairing utilities, even when damage is not due to failure of the Contractor to exercise reasonable care in locating and identifying utilities, will be the responsibility of the Contractor.

1. Costs include equipment on the project which was actually working on that portion of the work which was interrupted or idled by repair or relocation of such utility facilities and which was necessarily idled during such work.

1.10.G. Compliance Confirmation of Repairs
All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement owner before being concealed by backfill or other work.

1.10.H. Maintaining in Service
Unless indicated otherwise, oil and gasoline pipelines, power and telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles and overhead power, and communication wires and cables encountered along the line of the work shall remain continuously in service during all the operations under the Contract.

1.11. TREES, VEGETATION, AND OTHER LANDSCAPE FEATURES

1.11.A. Vegetation Protection
Unless otherwise noted for removal in these Technical Specifications or within the Contract Drawings:

1. The Contractor shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within the right-of-way and project limits and shall not trim or remove any trees unless such trees are noted on the Contract Drawings to be removed or have been compliance confirmed for removal by the COR.
2. Existing trees and shrubs which are damaged during construction shall be trimmed or replaced by the Contractor or a certified tree company under permit from the jurisdictional agency and/or the Government.
3. Vegetated areas damaged during construction shall be repaired to match the preconstruction condition to the satisfaction of the landowner and the Government.

1.12. NOTIFICATION BY THE CONTRACTOR

1.12.A. Prior to any work in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines, all buried electric power, communications, or television cables, all traffic signal and street lighting facilities, all roadway and state highway rights-of-way, or other existing structures, the Contractor shall notify the respective authorities representing the entities, owners, or agencies responsible for such facilities not less than 3 working days nor more than 7 working days prior to excavation so that a representative of said entities, owners, or agencies can be present during such work if they so desire.

1.12.B. The Contractor shall be required to notify all adjacent landowners, renters, or other occupants of adjacent property in writing for each of these occurrences:

1. Construction Operations
These notices shall be provided at least 2 weeks prior to the start of construction adjacent to each property.

1.12.C. Copies of these notices shall be provided to the COR.

1.13. PROTECTION FROM ELEMENTS

1.13.A. The work area and Project-Specific Locations are subject to flooding and the Contractor shall be responsible for protecting the work, existing conditions, and adjacent properties from floods and from any flood damage during the course of construction and prior to acceptance of the work by the Government.

1.13.B. Until final written acceptance of the project improvements by the CO, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. Protection of the worksite shall be in accordance with the Contract and Federal Acquisition Regulations (FAR). The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the project including material sites occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work as otherwise specified herein.

1.13.C. Damage from the Elements

1. All damage and loss (whether caused by fire, flood, or any other casualty or happening) to work to be constructed or performed pursuant to the Contract (whether or not covered by partial payments made by the Government) shall be at the risk of the Contractor until final acceptance of the work by the Government, and no such damage or loss shall relieve the Contractor of, or in any way affect, the obligations to complete and deliver the work in accordance with the Contract requirements, irrespective of any insurance carried by the Contractor.
2. The Contractor shall assume full responsibility and expenses for removing, protecting, and returning to the worksite, any and all equipment under their care which might be endangered by said fire, flood, or happening.
3. For any interference or delay in operations which might be caused by such incident(s).
   a. Weather caused delays shall be reviewed under Contract clause Time Extensions for Unusually Severe Weather.
   b. Delays caused by fire, flood, unusually severe weather, or Acts of God shall be reviewed under FAR 52.249-10, Default (Fixed Price Construction).
4. Repair Work
   a. Repair of work shall be pursuant to the original Contract requirements.
   b. Such repair work shall consist of restoring the in-place construction to the same state of completion to which such work had advanced prior to the occurrence.
   c. The USIBWC reserves the right to make changes in the Contract Drawings and Technical Specifications applicable to the portions of the work to be repaired and if such changes increase the cost of repairing the damage over the USIBWC's estimate of the cost of repair without the changes, the Contractor shall be paid for such increased costs and the increased cost amount shall not be considered in determining the cost of repair.
   d. Nothing in this Section shall be construed to relieve the Contractor of full responsibility for the risk of injury, loss, or damage to materials not yet incorporated in the work and to materials, tools, and equipment used to perform the work, or to relieve the Contractor of responsibility required under other Sections of the Contract documents.
   e. The provisions of this Section shall not be applicable to the repair of damage caused by an occurrence to any portion of the work accepted by the USIBWC.

PART 2 - PRODUCTS
(Not Used)

PART 3 - EXECUTION
(Not Used)

--End of Section--

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SECTION 02.21.00
SURVEYS

PART 1 - GENERAL

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1.2. RELATED REQUIREMENTS

1.2.A. Section 01.33.00-Submittal Procedures

1.2.B. Section 01.78.39-Record Drawings

1.3. REFERENCE STANDARDS

1.3.A. American Society of Civil Engineers (ASCE)

1. ASCE 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data

1.3.B. Federal Geographic Data Committee (FDGC)

1. Geospatial Positioning Accuracy Standards, Part 1: Reporting Methodology, FGDC-STD-007.1-1998
   www.fgdc.gov/standards/projects/accuracy/part1/chapter1
2. Geospatial Positioning Accuracy Standards, Part 2: Standards for Geodetic Networks, FGDC-STD-007.2-1998
   www.fgdc.gov/standards/projects/accuracy/part2/chapter2
3. Geospatial Positioning Accuracy Standards, Part 3: National Standard for Geospatial Data Accuracy, FGDC-STD-007.3-1998
   www.fgdc.gov/standards/projects/accuracy/part3/chapter3

4. Geospatial Positioning Accuracy Standards, Part 4: Standards for Architecture, Engineering, Construction (A/E/C) and Facility Management, FGDC-STD-007.4-2002 www.fgdc.gov/standards/projects/accuracy/part4/FGDC-endorsed-standard
5. Geospatial Positioning Accuracy Standards, Part 5: Standards for Nautical Charting Hydrographic Surveys, FGDC-STD-007.5-2005 www.fgdc.gov/standards/projects/accuracy/part5/FGDC-STD-007.5-2005.pdf

1.3.C. National Geodetic Survey

1. DSDATA Format Specifications dated December 15, 2020 www.ngs.noaa.gov/DATASHEET/dsdata.pdf

1.4. SUBMITTALS

1.4.A. Submittals shall be transmitted by the Contractor in accordance with the requirements of Section 01.33.00. The Project Manager shall be responsible for certifying that all submittals are in compliance with the Contract requirements.

1.4.B. Required submittals in this Section include:

1. Surveyor Resumes and Proof of Licensure
   a. Resumes of the registered land surveyors conducting the work shall be submitted and compliance confirmed prior to beginning survey work.
   b. During the course of the work, a resume for each new registered land surveyor working on the project shall be submitted and compliance confirmed prior to the beginning of work by such new registered land surveyor.
2. Preconstruction Survey
3. Postconstruction Survey

1.5. RECORD DOCUMENTS

1.5.A. Required documents to be provided to Government in this Section include:

1. All Survey Point Data
   a. After completion of construction, the Contractor shall submit all survey point data collected and any other associated survey documents, to the USIBWC if not already submitted. These documents will become the property of the USIBWC.
   b. When survey data is submitted in electronic format (e.g.: ascii, csv, xls, xlsx), a stamped cover letter identifying the filenames and survey dates shall be submitted concurrently.
2. Permanent Survey Marker Documents

1.6. MEASUREMENT AND PAYMENT

The work performed by the Contractor under this Section shall not be paid for directly but shall be included in the various Bid Items under this Contract.

1.7. GENERAL

1.7.A. The Contractor shall establish required benchmarks.

1.7.B. The Contractor shall further:

1. Develop and make all detail surveys and measurements needed for construction.
2. Provide all material required for benchmarks, control points, etc.
3. Safeguard all points, stakes, grade marks, monuments, and benchmarks made or established on the work. Reestablish same if disturbed and rectify all work improperly installed because of not

maintaining, not protecting, or removing without authorization established points, stakes, marks, and monuments.

1.8. CONTRACTOR'S SURVEYOR

1.8.A. The Contractor shall employ and retain as needed at the worksite a surveyor with the experience and capability of performing all surveyor and layout tasks required of the Contractor. The surveyor shall be a land surveyor registered in the State of Texas. All field surveys will be performed under the direct supervision of this registered surveyor. Tasks included are:

1. Provide all surveying equipment required including transit, level, stakes, and required surveying accessories.

1.8.B. Even if surveying is allowed by engineers in state engineering/surveying rules and statutes, all survey drawings shall be signed and sealed by a registered surveyor and all field surveys will be performed under the direct supervision of a registered surveyor.

1.8.C. Primary control survey monuments damaged or destroyed shall be reestablished by the Contractor. If the Contractor fails to reestablish said monuments, the Government shall do so at the Contractor's expense and will be deduct these costs from amounts due, or become due from the Contractor.

1.9. SURVEY CONTROL

1.9.A. All horizontal data shall be accordance with the North American Datum of 1983 (NAD83).

1.9.B. All vertical data shall be in accordance with the North American Vertical Datum of 1988 (NAVD88).

1.9.C. All surveys shall be completed in US survey feet.

1.9.D. Conversions from ground coordinates to grid coordinates shall be provided.

1.9.E. The Contractor may use a project specific coordinate system for the construction documents as long as the tie in information to the state plane coordinate system is provided and as long as the project coordinate system is significantly different than the associated state plane coordinates.

1.10. SURVEY ACCURACY

1.10.A. Temporary survey references set by the Contractor or any subcontractors for use on this project shall be established and maintained to ensure that the minimum level of surface accuracy is met.

1.10.B. Topographic and quantity surveys shall be within 0.10 feet horizontally and within 0.05 feet vertically at a scale of 1:500 (1"=40') with at a 95% confidence level.

1.10.C. Structure surveys shall be within 0.01 feet horizontally and within 0.01 feet vertically at a scale of 1:500 (1"=40') at a 95% confidence level.

1.10.D. Accuracy calculations shall be based upon Federal Geographic Data Committee (FGDC) Geospatial Accuracy Standards, Parts 1 through 5.

1.10.E. Survey calculations shall include an error analysis sufficient to demonstrate the required accuracy.

1.10.F. All benchmarks, brass caps, IBWC ROW monuments, and other reference structures shall be surveyed. Surveyed data shall be compared to project or published data to verify project setup.

1.11. SURVEY DRAWINGS

1.11.A. Any survey drawings created by the Contractor shall meet these requirements.

1. Survey drawings shall include all control points, all USIBWC boundary points/pipes/benchmarks, benchmarks, and brass caps within the project area and that were used during the survey.

2. Drawings shall clearly note the coordinate system, unit, geoid, ground to grid conversion factor, datum, date of ground survey(s), accuracy at 95% confidence level, and person/company who performed the survey.

1.11.B. Stand-alone survey drawings shall be signed and stamped by the licensed surveyor who performed and/or oversaw the work.

1.12. SURVEY RECORDS

1.12.A. All survey data shall be in accordance with recognized professional surveying standards.

1.12.B. Quantity Calculations

1. The Contractor's surveyor shall provide coordinate and elevation data for the surveyed areas of concrete repair in a drawing and in an electronic ASCII file. The fields in the ASCII file may be separated by a comma, tab, or other commonly used separator.
2. Computer programs used for calculating quantities shall be approved by the COR, and the program shall be provided to the Government so that independent verification of computed quantities can be made.

1.12.C. All survey data shall be submitted. Survey data shall be fully available in the AutoCAD files and shall be provided in comma delimited ASCII file.

1. The data shall be identified (point number, northing, easting, elevation, description), the coordinate system, datum, and date of survey shall be noted as well as the name of the individual/company who performed the survey.
2. All 3D data shall be exported from the AutoCAD file. This includes, but is not limited to: points, surfaces, profiles, cross sections, and boundaries. Appropriate dxf, xml, cvs, etc. files shall be provided for this data.

1.13. PERMANENT SURVEY MARKERS

1.13.A. Any permanent survey markers including, but not limited to, brass caps, rebar, metal stakes, pipes, etc. as well as USIBWC ROW witness posts that are disturbed by construction operations shall be replaced by the Contractor, at the Contractor's expense, prior to final Contract acceptance by the Government.

1.13.B. Replacement shall be performed by a professional licensed surveyor.

1.13.C. All monuments shall be set in a such a manner that the accuracy of their relative position is not less than second-order Class II (1:20,000), in accordance with the specifications establish by the FGDC Geospatial Positioning Accuracy Standards Part 4, Table A-1 (FGDC-STD-007.4-2002).

1.13.D. Documentation

1. A copy of the survey notes documenting the setting of the survey marker and calculations of the accuracy of the survey shall be kept by the responsible surveyor and a copy shall be submitted to the COR.
   a. Include OPUS solutions and other brass caps/benchmarks surveyed to verify setup.
   b. Include ties to 2 next closest permanent survey markers.
2. Metadata for each ROW marker (property boundary), benchmark, or brass cap established shall be provided and shall meet the requirements of NGS DSDATA Format.
3. USIBWC ROW markers and witness posts shall be replaced per Drawing 26369.
4. Survey marker replacement may be verified by USIBWC surveyors.

PART 2 - PRODUCTS
(Not Used)

PART 3 - EXECUTION

3.1. PRECONSTRUCTION SURVEY

3.1.A. Prior to any construction operations, the Contractor shall survey the entire west stoplog foundation and any adjacent concrete areas requiring repair.

3.1.B. Provide stoplog foundation corner elevations, slab elevations, stoplog plate embedment elevations (concrete embedment for stoplog post system) and edge of concrete details.

3.1.C. Provide edge of asphalt and/or concrete data for all roadways, sidewalks, or other associated features adjacent to the construction area.

3.1.D. Provide a topographic survey of the proposed staging area.

3.1.E. The Contractor's compliance confirmed preconstruction survey shall be used to determine the existing conditions prior to site disturbances and document the existing elevations and extents of required repairs.

3.1.F. Preconstruction survey drawings meeting Paragraphs 1.10 and 1.11above and Section 01.78.39 2.1. shall be provided. Include all survey data per Paragraph 1.12.C.

3.2. AS CONSTRUCTED SURVEYS

3.2.A. The Contractor's surveyor shall conduct surveys at the following points of construction including, but not limited to:

1. Upon discovery of any utilities within the construction area.
2. As required to measure and/or verify work.
3. After completion of concrete repairs and all construction.
4. Resurvey all prior locations from the preconstruction survey that have been repaired or modified (stoplog foundation, roadway, and other adjacent structures) and the stoplog plate embedments to accurately record physical conditions at end of construction.

3.2.B. All areas disturbed by construction shall be surveyed.

3.2.C. The Contractor's surveyor shall perform additional surveys as necessary for providing Record Drawings.

3.3. SCHEDULING

3.3.A. The Contractor shall schedule surveying to ensure that all required surveys are completed. Required surveys may be noted in this Section, as required for Record Drawings, or as required for Measurement in other sections.

3.3.B. If evidence is found that construction is proceeding without required surveys, the COR may halt each portion of construction until survey data is received.

3.3.C. Failure to plan surveying in order to move to the next stage in construction shall not be the basis for any delay claim.

3.4. AS CONSTRUCTED DATA

3.4.A. All 3D data shall be exported from the AutoCAD file. This includes, but is not limited to: points, surfaces, profiles, and boundaries. Appropriate dxf, xml, cvs, etc. files shall be provided for this data.

3.4.B. Survey data shall also be provided in a spreadsheet.

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International Boundary and Water Commission
United States Section

TECHNICAL SPECIFICATIONS
DIVISION 03
CONCRETE

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SECTION 03.15.16
CONCRETE JOINTS

PART 1 - GENERAL

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1.2. RELATED REQUIREMENTS

1.2.A. Section 01.33.00-Submittal Procedures

1.2.B. Section 01.55.26-Traffic Control and Project Signage

1.2.C. Section 01.78.39-Record Drawings

1.2.D. Section 32.01.29.61-Concrete Repair

1.3. REFERENCE STANDARDS

1.3.A. American Concrete Institute (ACI)

1. ACI 224.3R-95(R2013) (PRC-224.3-95) Joints in Concrete Construction, including Errata January 31, 2008

1.3.B. ASTM International (ASTM)

1. ASTM C920-18 Standard Specification for Elastomeric Joint Sealants
2. ASTM D1056-20 Standard Specification for Flexible Cellular Materials-Sponge or Expanded Rubber
3. ASTM D1752-18 Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Concrete
4. ASTM D5249-10(2016) Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints

1.4. SUBMITTALS

1.4.A. Submittals shall be transmitted by the Contractor in accordance with the requirements of Section 01.33.00. The Project Manager shall be responsible for certifying that all submittals are in compliance with the Contract requirements.

1.4.B. Required submittals in this Section include:

1. Product Data
   Prior to using any concrete joint materials or materials associated with joints, the Contractor shall submit to the COR all required product information. All proposed products to be used shall meet or exceed the minimum requirements for the products and their proper use within the project.
   a. Manufacturer's literature, catalog cut sheets, or other publications that provide data on the product selected.
   b. Manufacturer's recommended installation procedures or instructions for proper use of the product.
   c. Manufacturer's test reports/certifications showing that the material meets the requirements herein.

1.5. RECORD DOCUMENTS

1.5.A. Required documents to be provided to Government in this Section include:

1. Delivery Tickets
   A legible copy of all delivery tickets, load manifests, or bills of lading provided with delivery of project materials shall be furnished to the COR. Attach all items with that day's quality control report.

1.6. MEASUREMENT AND PAYMENT

1.6.A. Measurement

1. This Bid Item will be paid on the lump sum basis and no activity will be measured in the field for the purpose of payment for this individual activity. Measurement of cost components considered under this Section is based upon percentage complete of the expansion joint per these Technical Specifications and the Contract Drawings.

1.6.B. Payment Individual CLINS

1. This Bid Item will be paid for based on the lump sum price identified in Section B of the Contract Provisions identified as "**Expansion Joint**."
2. Payment constitutes full compensation for furnishing, delivering, handling, and/or installing all material, labor, services, testing, tools, equipment, and for other incidental work necessary to meet Contract requirements applicable. The Contractor will not be allowed payment for rejected items.
3. The progress payments are made to benefit the Contractor. These payments are made based upon preliminary field inspections, preliminary testing data, and preliminary surveys. Progress payments do not constitute acceptance of any portion of the work and do not reduce the Contractor's liability to replace unsatisfactory work, material, or equipment.

1.6.C. Estimated Quantities

1. The estimated quantities provided in the Bid Schedule and/or Contract Drawings are for comparative bidding only. The Government does not express or imply that the actual amount of work or materials will correspond to the estimated quantities. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the quantities of work actually completed, materials furnished, and/or equipment furnished, and the estimated quantities.

1.7. GENERAL

1.7.A. This Section covers the materials, techniques, and workmanship requirements for creating joints in concrete structures. The concrete joint work under the project includes only expansion joints.

1.7.B. Expansion Joints
Expansion joints are used to limit forces caused by thermally induced volume changes to the concrete. Expansion joints are detailed in Paragraph 3.3. in this Section.

1.8. SCHEDULING

1.8.A. The Country Club West Stoplog expansion joint shall be completely sawcut, sealed, and cured on the same closure period to allow uniform settling, reduce stress in the concrete slabs, and protect the joint from damage due to traffic.

1. Completing the sawcut of the joint across the entire bridge all at once is preferred. If a full bridge closure is not possible in order to sawcut all at once and the work is occurring on half of the bridge at a time (partial bridge closure or lane shift), reduce the time between completion of the sawcut on each side as much as possible.
2. Refer to Section 32.01.29.61 1.8 for coordinating traffic control with the concrete repairs.

1.8.B. Schedule Limitations

1. The roadway may be opened to traffic after the joint sealant has cured or hardened.

PART 2 - PRODUCTS

2.1. PREFORMED OR PREMOLDED JOINT FILLER MATERIAL

2.1.A. The Contractor shall provide materials that conform to these requirements:

1. Closed-cell neoprene/rubber joint material meeting ASTM D1056 Type 2, Class A, Grades 1 or 2.
2. Sponge rubber/cork joint material meeting ASTM D1752 Type 1.
3. Fiberboard, fiber, and mineral filler joint materials shall not be used.

2.1.B. Joint material shall be installed within the sawcut made between the existing stoplog foundation and adjacent concrete pavement.

2.1.C. Submit certified manufacturer's test reports for joint filler, to verify compliance with applicable specification.

2.2. BACKER ROD

2.2.A. The Contractor shall provide materials that conform to the requirements of ASTM D5249 Type 1.

2.2.B. Backer material shall be compressible, nonshrink, nonreactive with sealant, and non-absorptive material type such as extruded butyl or polychloroprene foam rubber

2.2.C. Unless backer rod size is indicated on the drawing, order material with a diameter 25% to 35% larger than the width of the joint.

2.3. ELASTOMERIC JOINT SEALANT

2.3.A. Horizontal Joints
Sealants and primers shall conform to ASTM C920, Grade P or NS, Use I, Class 25, 35, 50, or 100/50.

2.3.B. Bond breaker material shall be polyethylene tape, coated paper, metal foil, or similar type materials.

2.3.C. The primer shall be as recommended in writing by the sealant manufacturer.

2.3.D. Joint sealants are often shown on the drawings as elastomeric sealant.

2.3.E. Materials Tests
Manufacturer certification that the proposed sealant and primer meets the requirements outlined shall be provided with the product data submittal.

PART 3 - EXECUTION

3.1. EXISTING JOINT REMOVAL

3.1.A. The existing joint on the landside of the Country Club West Stoplog concrete footing/foundation adjacent to the existing concrete pavement is about ½" wide with expansion joint material and joint sealant. The stoplog concrete is doweled into the existing concrete pavement (roadway).

3.1.B. Remove any sealant in the existing joint.

3.1.C. Sawcut the joint to the full depth (8" +/-) on the roadway side of the existing joint. Sawcut through the dowels. Remove any remaining existing expansion joint material.

3.1.D. Thoroughly clean joint free of dirt, debris, and saw dust.

3.2. NEW JOINT PREPARATION

3.2.A. Verify that joint surfaces are dry to the extent necessary for successful sealant application and long service life as recommended by the sealant manufacturer.

3.2.B. Verify also that ambient and concrete surface temperatures and humidity are within the ranges recommended by the manufacturer for successful sealant application.

3.2.C. Prime joint surfaces, where required, as recommended by the manufacturer of the joint sealing compound or elastomeric joint seal, as applicable.

3.2.D. Mix multi-component sealing compound as recommended by the manufacturer.

3.3. EXPANSION JOINTS

3.3.A. The sawcut joint shall be filled with preformed expansion joint material where indicated.

1. The filler shall extend to the required slab depth as indicated in the Contract Drawings.

3.3.B. If the concrete repair occurs prior to the expansion joint replacement, provide the following as applicable:

1. The edges of the joint shall be neatly finished with an edging tool of at least 1/8 inch radius.
2. Where the joint is to receive a sealant/filler, such joint shall be installed at the proper level below the finished concrete repair with a slightly tapered, dressed, and oiled wood strip temporarily secured to the top to form a recess to the size shown on the Contract Drawings. The wood strip shall be removed after the concrete has set.
3. No wood, cork, or other cellulose-based material shall remain in the joint. The Contractor may use a removable expansion filler cap designed and fabricated for this purpose in lieu of the wood strip.
4. The groove shall be thoroughly cleaned of foreign materials, protrusions of hardened concrete patch, and any dust, which shall be blown out of the groove with oil-free compressed air.

3.3.C. Construct joint and devices to provide for expansion in accordance with the Contract Drawing details.

3.4. JOINT INSTALLATION

3.4.A. Installation Requirements
Joint filler and sealing compounds shall be installed in accordance with the respective manufacturers' installation instructions.

3.4.B. Joints with Field-Molded Sealant

1. Joints shall not be sealed when the sealant, air or concrete temperature is less than 40°F.
2. Immediately prior to installation of elastomeric sealants, the joint shall be cleaned of all debris and further cleaned using water, chemical solvents, or other means as recommended by the sealant manufacturer.
3. The joints shall be dry prior to filling with sealant.
4. Bond breaker and back-up material shall be installed where required.
5. Joints shall be primed and filled flush with joint sealant in accordance with the manufacturer's recommendations.

3.5. RECORD DRAWINGS

3.5.A. Record Drawings shall show location of all joints. The type of joint and type of filler and sealant shall be specified for each joint.

3.5.B. Any changes to the placement of, dimensions of, or types of joints from what is shown on the Contract Drawings shall be noted on the Record Drawings.

3.5.C. If different suppliers are used for different materials, identify which areas of work match which suppliers.

3.5.D. Section 01.78.39 may list additional requirements for joints and concrete structures on the Record Drawings.

--End of Section--

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International Boundary and Water Commission
United States Section

TECHNICAL SPECIFICATIONS
DIVISION 32
EXTERIOR IMPROVEMENTS

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SECTION 32.01.29.61
CONCRETE REPAIR

PART 1 - GENERAL

1.1. SECTION INCLUDES

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1.2. RELATED REQUIREMENTS

1.2.A. Section 01.29.00-Payment Procedures

1.2.B. Section 01.33.00-Submittal Procedures

1.2.C. Section 01.55.26-Traffic Control and Project Signage

1.2.D. Section 01.57.19-Temporary Environmental Controls

1.2.E. Section 01.74.19-Construction Waste Management and Disposal

1.2.F. Section 01.78.39-Record Drawings

1.2.G. Section 01.77.19-Closeout Requirements

1.2.H. Section 02.01.00-Existing Conditions & Facilities

1.2.I. Section 02.21.00-Surveys

1.3. REFERENCE STANDARDS

1.3.A. Texas Department of Transportation (TxDOT)

1. Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, September 1, 2024
https://www.txdot.gov/content/dam/docs/specifications/2024/spec-book-0924.pdf

1.4. SUBMITTALS

1.4.A. Submittals shall be transmitted by the Contractor in accordance with the requirements of Section 01.33.00. The Project Manager shall be responsible for certifying that all submittals are in compliance with the Contract requirements.

1.4.B. Required submittals in this Section include:

1. Sequencing and Scheduling Plan
2. Concrete Repair Material
   Prior to using any concrete repair materials for spalled concrete, the Contractor shall submit to the COR all required product information. All proposed products to be used shall meet or exceed the minimum requirements for the products and their proper use within the project.
   a. Manufacturer's literature, catalog cut sheets, or other publications that provide data on the product selected.
   b. Manufacturer's recommended installation procedures or instructions for proper use of the product.
   c. Manufacturer's test reports/certifications showing that the material meets the requirements herein.

1.5. RECORD DOCUMENTS

1.5.A. Required documents to be provided to Government in this Section include:

1. Delivery Tickets
   A legible copy of all material delivery tickets shall be furnished to the COR. Attach all tickets with that day's quality control report.
2. Reports-Survey Records
   Submit a copy of the records of survey work performed the next work day following the survey.
3. IBWC Form 238, Concrete Placement Card

1.6. MEASUREMENT AND PAYMENT

1.6.A. Measurement

1. The area of concrete repair is computed as the chipped/spalled concrete repaired at the Country Club stoplog foundation and adjacent concrete with the required patching material as shown in the Contract Drawings.
2. The work for the items under this Section will be measured by the square foot complete in place using the surveyed area.
   a. The area is computed from surveyed points around the surface repair as constructed.
3. Pay estimates shall include:
   a. Area measurements in a table (pdf and Excel) of each repaired section.
   b. Calculations of completed areas. If calculations are performed using computer software, the files used for calculations and pdf printout of the calculations shall also be provided.
   c. Certification of survey data.
4. If questions arise about measured quantities, drawings shall be generated showing the surveyed surfaces.

1.6.B. Payment

1. This Bid Item will be paid for based on the unit price identified in Section B of the Contract Provisions identified as "**Concrete Repair**."
2. Payment constitutes full compensation for furnishing, delivering, handling, and/or installing all material, labor, services, testing, tools, equipment, and for other incidental work necessary to meet Contract requirements applicable. The Contractor will not be allowed payment for rejected items.
3. The CO has the right to increase or decrease the total Contract Quantity to be furnished and installed by changing the concrete repair quantities/area. Whether or not such changes are made, the

Contractor will be paid at the Contract Unit Price multiplied by the total measured quantity of acceptable material actually installed.

4. The progress payments are made to benefit the Contractor. These payments are made based upon preliminary field inspections and preliminary surveys. Progress payments do not constitute acceptance of any portion of the work and do not reduce the Contractor's liability to replace unsatisfactory work, material, or equipment.

1.6.C. Estimated Quantities

1. The estimated quantities provided in the Bid Schedule and/or Contract Drawings are for comparative bidding only. The Government does not express or imply that the actual amount of work or materials will correspond to the estimated quantities. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the quantities of work actually completed, materials furnished, and/or equipment furnished, and the estimated quantities.
2. Since quantities are estimated, quantities in excess of the Contract Unit Quantity may be required to complete the work. The Contractor shall notify the CO and COR as soon as they are aware that quantities are expected to exceed the Contract Unit Quantity.
3. Completion of work in excess of Contract Unit Quantity prior to receiving a Contract Modification or other written direction from the CO is at the Contractor's own risk.

   FAR 52.211-18, Variation in Estimated Quantities, does <u>not</u> apply to this item.

1.7. GENERAL

1.7.A. The Contractor shall perform concrete repair at the Country Club West Stoplog footing/foundation and adjacent areas damaged as shown on the Contract Drawings. Concrete repair shall be provided using one of the specified concrete patching materials listed on the Contract Drawings and this Section.

1.7.B. The Contractor shall construct the new expansion joint in accordance with Section 03.15.16.

1.8. SCHEDULING/TRAFFIC CONTROL PLAN

1.8.A. If all work can be completed in one day, USIBWC's preference is to request permission from the City of El Paso to completely close the Country Club Bridge. Otherwise, the Contractor shall schedule work while keeping at least one lane of Country Club Bridge open or shifting the two lanes to half of the bridge.

1. Depending on approval from the City of El Paso, complete closures of Country Club Bridge may be very limited. Complete closures are anticipated to be limited to nighttime hours, or as approved by the City.

1.8.B. Before the work is commenced, submit the approved sequencing and scheduling plan which illustrates that work affecting the bridge and roadway operations have been coordinated with USIBWC and the City of El Paso. The plan shall clearly demonstrate how the roadway shall be kept open to traffic at all times during the construction period, unless otherwise approved or directed.

1. Refer to Sections 03.15.16 1.8 for scheduling coordination with expansion joint work.

1.8.C. Prior to working on the Country Club Bridge, a Traffic Control Plan, approved by the City of El Paso shall be compliance confirmed per Section 01.55.26.

1.8.D. Please review the "*Memorandum of Agreement between United States Section International Boundary and Water Commission United States and Mexico and City of El Paso, Texas for the Construction, Maintenance, and Operation of the Flood Control System at Country Club Bridge*" identified as IBWC22M0005 and signed on December 3, 2021. Work on Country Club Bridge and the required Traffic Control Plan shall meet all requirements of this document.

1.8.E. Schedule Limitations

1. The roadway may be opened to traffic after the repair materials have cured.

PART 2 - PRODUCTS

2.1. REPAIR MATERIALS

2.1.A. The Contractor shall furnish one of the following patching materials to perform concrete repairs as well as any manufacturer required primer, if applicable:

1. Transpo Industries, T-17 MMA Polymer Concrete; or
2. The Williamette Valley Company, Fastpatch DPR-FAA Kit

2.1.B. The Contractor shall furnish concrete joint materials in accordance with Section 03.15.16.

PART 3 - EXECUTION

3.1. GENERAL

3.1.A. The Contractor shall repair all damage at the Country Club West Stoplog foundation and adjacent concrete pavement (roadway) as shown on the Contract Drawings.

3.1.B. The Contractor shall complete all concrete repairs to match the surrounding elevations of the repair area.

3.1.C. The existing elevation differential at the Country Club West Stoplog foundation shall be corrected as part of the work. The completed roadway surface shall provide a smooth transition between the existing concrete pavement and stoplog foundation, without an abrupt change in elevation or noticeable bump to vehicular traffic.

1. Contractor to determine the means and methods to ensure a smooth transition for vehicular traffic after repair.

3.1.D. Survey damaged areas prior to work per Section 02.21.00.

3.2. REMOVAL

3.2.A. Remove all loose concrete and other debris from the chipped/spalled concrete throughout the stoplog foundation and roadway area.

3.2.B. All deteriorated concrete shall be removed and cut back to sound concrete.

3.2.C. Clean any dust before applying the concrete patching material.

3.3. CONSTRUCTION

3.3.A. Apply concrete patching material per manufacturer's instructions at all repair areas for cleaning, mixing and application process.

3.3.B. Follow manufacturer’s recommended timing for material to cure before opening road to traffic.

3.3.C. Seal all joints per Section 03.15.16 prior to opening to traffic.

3.3.D. Survey all completed repairs for Record Drawings and as required in Section 02.21.00.

3.4. RECORD DRAWINGS

3.4.A. Record Drawings shall show final dimensions (thickness and extents) and elevations of all concrete repairs and appurtenances.

3.4.B. Any changes to the placement of, dimensions of, or types of material from what is shown on the Contract Drawings shall be noted on the Record Drawings.

3.4.C. If different suppliers are used for different portions of the project, identify which areas of work match which suppliers.

3.4.D. Section 01.78.39 may list additional requirements for concrete structures on the Record Drawings.

--End of Section--

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International Boundary and Water Commission

Established in 1889, the International Boundary and Water Commission (IBWC) has responsibility for applying the boundary and water treaties between the United States and Mexico and settling differences that may arise in their application. The IBWC is an international body composed of the United States Section and the Mexican Section, each headed by an Engineer-Commissioner appointed by their respective president. Each Section is administered independently of the other. The United States Section of the International Boundary and Water Commission (USIBWC) is a federal government agency and is headquartered in El Paso, Texas. The IBWC operates under the foreign policy guidance of the Department of State. The Mexican Section is under the administrative supervision of the Mexican Ministry of Foreign Affairs and is headquartered in Ciudad Juarez, Chihuahua, Mexico.

Article 2, 1944 Water Treaty

"The jurisdiction of the Commission shall extend to the limitrophe parts of the Rio Grande (Rio Bravo) and the Colorado River, to the land boundary between the two countries, and to works located upon their common boundary, each Section of the Commission retaining jurisdiction over that part of the works located within the limits of its own country."

Mission

Our mission is to protect Americans from exposure to Mexican sewage, ensure fair allocations of water from the Colorado and Rio Grande Rivers, efficiently and effectively maintain and operate critical flood infrastructure, and reduce border flood hazards.

www.ibwc.gov

International Boundary and Water Commission

United States Section

Engineering Services Division
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Technical Specifications

Solicitation 191BWC26B0013

Country Club Bridge West Stoplog Rehabilitation