



**US Army Corps  
of Engineers**  
Portland District

**CONTRACT NO  
W9127N-13-P-0047**

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**BONNEVILLE LOCK AND DAM  
NORTH BONNEVILLE, SKAMANIA COUNTY, WASHINGTON**

**BONNEVILLE ADULT FISH FACILITY  
IMPROVEMENTS**

**CONTRACT PACKAGE**



# ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W9127N-13-P-0047	2. DELIVERY ORDER/ CALL NO.	3. DATE OF ORDER/CALL (YYYYMMDD) 2013 Jan 16	4. REQ./ PURCH. REQUEST NO. W66QKZ23254066	5. PRIORITY
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6. ISSUED BY US ARMY CORPS OF ENGINEERS 333 SW FIRST AVE PORTLAND OR 97204-3495	CODE W9127N	7. ADMINISTERED BY (if other than 6) US ARMY CORPS OF ENGINEERS ATTN: DAVID BOONE PORTLAND OR 97204	CODE W9127N	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER  (See Schedule if other)
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9. CONTRACTOR CLOUD ENTERPRISES, LLC NAME PATRICIA WHITMAN AND 2807 SE 75TH AVE ADDRESS HILLSBORO OR 97123-6213	CODE 6HJ60	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>	11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
			12. DISCOUNT TERMS	
13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section 00800				

14. SHIP TO  <b>SEE SCHEDULE</b>	CODE	15. PAYMENT WILL BE MADE BY USAED, PORTLAND C/O USACE FINANCE CENTER, CEFC-AO-P 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005	CODE 964145	<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>
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16. TYPE OF ORDER	DELIVERY/ CALL	<input type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE	<input checked="" type="checkbox"/>	Reference your quote dated 2013 Jan 15 Furnish the following on terms specified herein. REF:

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1			

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE  
**See Schedule**

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
<b>SEE SCHEDULE</b>					

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA TEL: 503-808-4629 EMAIL: mark.l.heiller@usace.army.mil BY: MARK F HEILLER		25. TOTAL \$145,679.30	26. DIFFERENCES
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27a. QUANTITY IN COLUMN 20 HAS BEEN  
 INSPECTED     RECEIVED     ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS
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f. TELEPHONE NUMBER	g. E-MAIL ADDRESS	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
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**36. I certify this account is correct and proper for payment.**

a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. CHECK NUMBER
			35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
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Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BONNEVILLE AFF IMPROVEMENTS FFP BONNEVILLE ADULT FISH FACILITY IMPROVEMENTS --- PROJECT NO.: 399135 FOB: Destination MILSTRIP: W66QKZ23254066 PURCHASE REQUEST NUMBER: W66QKZ23254066	1	Lump Sum	\$145,679.30	\$145,679.30
					NET AMT
					\$145,679.30
ACRN AA					\$145,679.30
CIN: W66QKZ232540660001					

PRICE SCHEDULE

**SECTION 00010**

**PRICE SCHEDULE  
FOR  
W9127N-13-P-0047**

**BONNEVILLE ADULT FISH FACILITY IMPROVEMENTS**

LINE ITEM	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	ESTIMATED AMOUNT
<b>BASE LINE ITEMS</b>					
0001	Mobilization/Demobilization	1	LS	Lump Sum	\$9,236.70
0002	Weir Modifications	1	LS	Lump Sum	\$20,056.21
0003	Observation Boxes	2	EA	\$20,238.48	\$40,476.96
0004	Bypass Flume Modifications	1	LS	Lump Sum	\$35,962.95
0005	Domestic Water Supply System	1	LS	Lump Sum	\$35,550.98

0006	Skilled Craftsmen Hours	30	HR	\$79.85	\$2,395.50
0007	Miscellaneous Materials	NTE \$2,000	LS	Lump Sum	\$2,000.00
SUBTOTAL FOR BASE LINE ITEMS					<b>\$145,679.30</b>
TOTAL FOR ALL LINE ITEMS					<b>\$145,679.30</b>

## ESTIMATED BID ITEM

All quantities are estimated except where unit is lump sum.

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 16-JAN-2013 TO 15-MAR-2013	N/A	N/A FOB: Destination	

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--  
Representation and Certification. (NOV 2011)

(a) Definitions. As used in this provision--

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if--

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	AUG 2012
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	AUG 2012
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	JUN 2010
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-16 Alt I	Progress Payments (Apr 2012) - Alternate I	MAR 2000
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.249-1 Alt I	Termination for Convenience of the Government (Fixed-price) (Short Form) (Apr 1984) - Alternate I	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984



52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.232-7010	Levies on Contract Payments	DEC 2006

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (AUG 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (OCT 2008).

(v) 52.233-1, Disputes (JUN 2008).

(vi) 52.244-6, Subcontracts for Commercial Items (JAN 2011).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).

(ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(iii) 52.222-20, Walsh-Healey Public Contracts Act (OCT 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

(vii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(viii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(ix) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(x) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(xi) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xii) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)

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

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

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

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

(3) For long-term contracts--

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

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

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

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

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

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code - assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (SEP 2010)

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

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

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

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

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

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

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

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

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

Cost of components means--

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

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

Domestic construction material means--

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

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

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

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

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

NONE

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

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

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

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

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the

unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

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

Include other applicable supporting information.

(End of clause)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

- Irrevocable Letter of Credit (ILC)
- Payment Bond
- Tripartite Escrow Agreement

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 7 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.



(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

- (a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.
- (b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.
- (1) The Contractor's request for progress payments shall include the following substantiation:
- (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
  - (ii) A listing of the amount included for work performed by each subcontractor under the contract.
  - (iii) A listing of the total amount of each subcontract under the contract.
  - (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
  - (v) Additional supporting data in a form and detail required by the Contracting Officer.
- (2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--
- (i) Consideration is specifically authorized by this contract; and
  - (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
- (c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

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

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

(Name)

---

(Title)

---

(Date)

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

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

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

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

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

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

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

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

(End of clause)

#### 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

## 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(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, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

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

(End of clause)

## 52.236-4 PHYSICAL DATA (APR 1984)

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

(a) Site Conditions. Bidders should satisfy themselves before submitting their bids regarding work-related problems likely to arise from extreme weather conditions. Weather records and reports may be obtained from the National Weather Service.

(b) Weather Conditions - Time Extensions for Unusually Severe Weather.

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

(i) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(ii) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

(2) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities (see Table 1).

Table 1. MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASED ON (5) DAY WORK WEEK

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
No. of Days	7	4	4	3	5	6	5	4	3	4	6	7

Climate data from Bonneville Dam Weather Station. Temperature used was 1941 to 2006 where maximum temperature was 32 F or less. Precipitation used was 1948 to 2006 where daily total was 0.50 inch or greater. Wind data from The Dalles Municipal Airport (Kdls), OR Weather Station was Oct 2000 to Dec 2008.

(3) Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record on the daily Contractor's Quality Control (CQC) report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 2, above, the contracting officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)."

(End of clause)

#### 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless--

(1) The Contractor has submitted and the Contracting Officer has received the required written notice; or

(2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

Federal Acquisition Regulation (FAR): <http://www.acquisition.gov/far/>  
Defense FAR (DFAR): <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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

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

See Drawing Index page.

(End of clause)

#### 252.247-7023 Transportation of Supplies by Sea (MAY 2002)

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

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --



- (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
  - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of the steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
- (1) No ocean transportation was used in the performance of this contract;
  - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
  - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
  - (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

Section 00800 - Special Contract Requirements

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31220000 082432      32302B2226075491      NA 96352  
AMOUNT: \$145,679.30  
CIN W66QKZ232540660001: \$145,679.30

CLAUSES INCORPORATED BY FULL TEXT

52.000-4000 FAR 46.709 COMMERCIAL WARRANTY (OCT 96)

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

52.000-4006 CONTRACT ADMINISTRATOR

Contract will be administered by:

Contracting Division  
ATTN: David Boone  
CECT-NWP-C  
PO Box 2946  
Portland, Oregon 97208-2946  
Phone: (503) 808-4630

52.000.4007 INVOICE SUBMITTAL:

Contracting Division  
ATTN: David Boone  
CECT-NWP-C  
PO Box 2946  
Portland, Oregon 97208-2946  
Phone: (503) 808-4630

52.202-4002 UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT OR OTHER PERSONNEL (MAY 95) PARC 92-4

The Contractor shall not accept instruction issued by any person employed by the U.S. Government or otherwise, other than the Contracting Officer or the authorized representative of the Contracting Officer acting within the limits of his authority.

52.211-4002 PERIOD OF PERFORMANCE (OCT 96)

Contract is in effect from \_\_\_\_\_ to 15 March 2013.

52.228-4005 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1990 DEV)

a. The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract, at least the kinds and minimum amounts of insurance required by this Clause as follows:

TYPE	AMOUNT
1) Workman's Compensation and Employer's Liability (including Federal Longshoremen . and Harbor Worker's Insurance)	As legally required by the State wherein the work is being performed.
2) Comprehensive General Liability Insurance	Personal Injury Liability: \$5 million per person \$5 million per occurrence  Property Damage (may be included in general aggregate limits or combined single unit coverage): \$1 million per occurrence
3) Automobile Liability	Personal Injury Liability: \$1 million per person \$1 million per occurrence  Property Damage (may be included in general aggregate limits or combined single unit coverage): \$1 million per occurrence

4) If single general aggregate limits or combined single unit coverage is obtained for General Liability and/or Automobile Liability coverage, minimum amounts shall be the sum of the personal injury and property damage coverage required above. Umbrella Form Excess Liability insurance coverage shall be added to general liability and automobile liability coverage to determine if minimum insurance limits are met.

b. Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

d. "Government Installation" for this clause includes government vessels.

## 52.236-4004 SAFETY REQUIREMENTS

In accordance with the contract clause "Accident Prevention", the Architect-Engineer shall comply with the applicable portions of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of solicitation, and all the latest OSHA standards for the work covered in this contract. Copies of EM 385-1-1 can be found at <http://www.usace.army.mil/CESO/Pages/EM385-1-1.aspx>

## 52.211-4001 TESTIMONY IN JUDICIAL PROCEEDINGS (MAY 95) PARC 92-4

The contractor may be required to furnish competent personnel to attend conferences and to furnish expert testimony relating to any of the data or reports furnished under this contract. When required, arrangements for these services and payment therefor will be made by representatives of either the Corps of Engineers or the Department of Justice.

## 252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

## PORTLAND DISTRICT SBA

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

## TIME EXTENSIONS

### TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

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

a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month. Determination of unusually severe weather must be based on the following methodology.

i. The monthly anticipated number of adverse weather days must be determined from monthly historical data for the type of adverse weather expected at the project that has potential to impact the contractor's operations (waves, temperature, wind, river stage, etc). Determination of anticipated adverse weather days must be based on a minimum of 10 years (when available) of publically available historical data using credible sources such as NOAA. The anticipated number of adverse weather days is the number of adverse weather days that the contractor should anticipate and these days must be included in the project schedule. No time adjustment will be considered unless the number of actual adverse weather days in any given month exceeds the number of anticipated adverse weather days.

ii. The anticipated number of adverse weather days determined in accordance with paragraph i above constitutes the baseline for determining unusually severe weather. If the number of actual adverse weather days exceeds the anticipated adverse weather days then the weather is considered unusually severe.

ii.. For a time extension to be considered, the unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

iii. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor shall record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day.

b. In the event that the completion is delayed due to unusually severe weather, the contractor must request a time extension in accordance with the Default Clause. This request must be in writing and submitted within five days of the end of each month when a time extension is requested. The request must contain detailed documentation to support the contractor's computation of anticipated adverse weather.

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PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

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CONTRACT ADMINISTRATION DATA

PART 1 GENERAL

1.1 REFERENCES

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

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2008; Errata 1-2010; Changes 1-3 2010; Changes 4-6 2011; Change 7 2012) Safety and Health Requirements Manual

1.2 MEANING OF TERMS

a. Specification Sections of this Contract are generally written in the imperative mood. In sentences using the imperative mood, the subject, "the Contractor," is implied. Also implied in this language are "shall," "shall be," or similar words and phrases. In material specifications, the subject may also be the supplier, fabricator, or manufacturer supplying material, products, or equipment for use on the project.

b. Wherever "directed," "required," "prescribed," or other similar words are used, the "direction," "requirement," or "order" of the Contracting Officer is intended. Similarly, wherever "approved," "acceptable," "suitable," "satisfactory," or similar words are used, the words mean "approved by," "acceptable to," or "satisfactory to" the Contracting Officer.

c. The word "will" generally pertains to decisions or actions of the Contracting Officer.

1.3 CONTRACT ADMINISTRATION

This Contract will be administered by the Office or Person(s) listed in Section 00800 Contract Clause 52.000-4006, CONTRACT ADMINISTRATOR.

1.4 CONTRACTING OFFICER

The Contracting Officer (CO) who signed this Contract is the primary Contracting Officer for the Contract. Nevertheless, any CO assigned to the Portland District and acting within his/her authority may take formal action on this Contract when a Contract action needs to be taken and the primary Contracting Officer is unavailable. All correspondence shall be through the Contracting Officer or, upon notification, their authorized Representative (COR).

1.5 SERIAL LETTER CORRESPONDENCE

Send an original and three copies of all correspondence pertaining to this

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Contract to: Letters shall be signed by the Project Manager or by assistants designated to act for the Project Manager; furnish a list of personnel so designated.

### 1.5.1 Numbering

All letter correspondence shall be independently numbered serially with no numbers missing or duplicated, and in sequence, commencing with number one (1). Each letter shall show the Contract number, description, and subject matter. Only one subject shall be covered in the same letter.

### 1.5.2 Subcontractors

Subcontractors shall not correspond with either the Resident or District offices; the Prime Contractor shall handle all correspondence.

### 1.5.3 Transmittals

Transmittals of signed pay estimates, payrolls, submittals, and other similar correspondence will not require a Serial Letter; use of a commercial transmittal form or speed letter is encouraged.

## 1.6 EM 385-1-1 SAFETY AND HEALTH REQUIREMENTS MANUAL

The latest version in effect on the date of the Solicitation for this Contract (in accordance with EM 385-1-1 Paragraph 4 General, subparagraphs b.(1) and c.) will be contractually binding as part of this Contract. The latest version, including all errata and changes, shall be used for this Contract and is obtainable at <http://140.194.76.129/publications/eng-manuals/>. This manual is also available in hard copy (paper) version.

## 1.7 PROJECT-SPECIFIC MANAGEMENT PLAN

Submit SD-01, Preconstruction Submittals (listed on the preliminary submittal register, Attachment A1, and defined in Section 01 33 00, SUBMITTAL PROCEDURES). The Project-Specific Management Plan shall be submitted as a single document and address job-specific accident prevention program, environmental protection plan, construction quality control program, and project work plan. Acceptance of the Preconstruction Submittals are required prior to commencement of work.

The PSMP shall include:

#### a. Section I - Accident Prevention Program.

- (1) Accident prevention plan (EM 385-1-1 and Section 01 35 26.00 25, GOVERNMENT SAFETY REQUIREMENTS).
- (2) Drug-free workplace policy.
- (3) Hazard communication program (EM 385-1-1).
- (4) Activity hazard analysis (EM 385-1-1).
- (5) Equipment certification.

#### b. Section II - Environmental Protection Plan (Section 01 57 20.00 25, ENVIRONMENTAL PROTECTION).

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c. Section III - Construction Quality Control System  
(Section 01 45 00.00 25, QUALITY CONTROL).

- (1) Contractor's quality control (CQC) plan.
- (2) CQC Daily Report form.

d. Project Work Plan. The following are examples:

- (1) Roadway Access Agreement.
- (2) Temporary electrical systems.
- (3) Welder qualifications.
- (4) Welding procedures.
- (5) Bolt pre-tensioning procedure.

e. Schedule for Construction.

f. Submittal Register.

1.8 LETTERS OF AUTHORITY

a. To authenticate actions required under terms of this Contract, furnish a letter of authority to the CO and Resident Engineer that indicates the names of individual or individuals who shall be authorized to perform the following functions on behalf of the company:

- (1) Sign progress payment estimates.
- (2) Accept Government-furnished property (if applicable).
- (3) Sign Contract modifications, supplemental agreements and consent of surety.
- (4) Monitor and report on the environmental protection plan, management plan, quality control plan, and safety plan.
- (5) Supervise the field activities.

b. This letter of authority shall bear the typewritten names and the handwritten signatures of each individual and be signed by the person whose signature appears on the final Contract.

1.9 LABOR STANDARDS

The Contractor and all subcontractors shall comply with the following labor standards, statutes, and regulations: Davis-Bacon Act; Contract Work Hours and Safety Standards Act; Secretary of Labor's regulations (Parts 3 and 5, Subtitle A, Title 29, Code of Federal Regulations).

1.9.1 Coverage

Contract provisions relating to wages, overtime, payroll deductions, and other labor standards requirements cover foremen, laborers, and mechanics, including owner-operators of other than hauling equipment and other

## Bonneville Dam AFF Improvements

individual enterprises performing the duties of a laborer or mechanic. Bona fide owner-operators of hauling equipment, such as trucks, who are independent contractors, are not covered, and the certified payrolls, including the names of such owner-operators, need not show hours worked nor rates paid, but only the notation "owner-operator."

### 1.9.2 Wages

Wages shall be paid at least once a week and be computed at hourly rates not less than those set forth in the Contract wage schedule, as set by the Davis-Bacon Act wage determinations, for the particular classifications of work performed. Instructions regarding wage determination obligations are available upon request.

### 1.9.3 Overtime

Pay overtime for work in excess of 40 hours in any workweek at not less than 1-1/2 times the basic rate of pay. Rates paid for fringe benefits are excluded in the computations of overtime.

### 1.9.4 Deductions

Deductions from wages earned may be only those that are permitted by the Copeland Act (Anti-Kickback) regulations. An instruction sheet entitled "Payroll Deductions" is available upon request.

### 1.9.5 Apprentices

Apprentices shall be individually registered in a program of a State apprenticeship and training agency approved and recognized by the U.S. Bureau of Apprenticeship and Training. Written evidence of such registration shall accompany the first payroll on which apprentices appear.

### 1.9.6 Equal Opportunity

Take affirmative measures to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, color, religion, sex, or national origin. Section 00700 Contract Clause 52.222-26, EQUAL OPPORTUNITY, requires the posting of notices and sending of a notice to each labor union or representative of workers with which you have an agreement. Posting of the notice available from the Resident Engineer's office satisfies both requirements.

### 1.9.7 Reporting

In accordance with Section 00700 Contract Clause 52.222-27, AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION, Form CC-257, Monthly Employment Utilization Report, shall be submitted on a monthly basis. A sample copy of the report form is available upon request.

### 1.9.8 Subcontracts

Subcontracts (first tier or otherwise) shall physically contain the labor standards provisions of the prime Contract. Subcontracts of any tier in excess of \$10,000 shall also contain Section 00700 Contract Clause 52.222-26, EQUAL OPPORTUNITY.

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1.9.9 Payrolls

Prepare and submit correct Weekly Payrolls, including those of subcontractors. An instruction sheet is available upon request. Incorrect and delinquent payrolls will delay processing of partial payment estimates.

1.9.10 Records

Maintain payroll and Employment Records during the course of work and for three years thereafter. They are subject to inspection by the Contracting Officer and the U.S. Department of Labor.

1.9.11 Job Interviews

A Government representative will interview Contractor and subcontractor employees from time to time during working hours on the job.

1.9.12 Work Stoppage

Promptly report to the CO, with all relevant information, work stoppages resulting, or likely to result, from actual or potential labor disputes.

1.9.13 Other

The Contractor's attention is called to the following Section 00600 Contract Clauses: 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS, 52.219-22, SMALL DISADVANTAGED BUSINESS STATUS; and 52.204-5, WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS). The Contractor assumes affirmative obligations with respect to subcontracting with such enterprises. The Prime Contractor shall send a copy of the clauses to each subcontractor.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

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- 1.22 PROTECTION OF EXISTING UTILITIES
- 1.23 PROTECTION AND RESTORATION OF EXISTING FACILITIES
- 1.24 RESTORATION OF PROJECT ROADS
- 1.25 Shop Drawings

PART 2 PRODUCTS - NOT USED

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PART 3 EXECUTION - NOT USED

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SECTION 01 10 10.00 25

CONTRACTOR'S OPERATIONS AND REQUIREMENTS

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

This Section covers general requirements applicable to specific Contractor's operations and equipment.

1.2 REFERENCES

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

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2008; Errata 1-2010; Changes 1-3 2010; Changes 4-6 2011; Change 7 2012) Safety and Health Requirements Manual

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910.95 Occupational Noise Exposure

29 CFR 1926.52 Occupational Noise Exposure

29 CFR 1926.101 Hearing Protection

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. Submit the following in accordance with Section 01 33 00, SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Schedule for Construction; G

Access Agreements and Work Areas; G

Security Procedures; G

Shop Drawings; G

1.4 SCHEDULE FOR CONSTRUCTION

In accordance with Section 00700 Contract Clause 52.236-15, SCHEDULES FOR CONSTRUCTION CONTRACTS, submit a bar chart schedule for accomplishing the work in this Contract. The schedule will not be used by the Government to select a Contractor; rather it will be used to ensure that the Contractor is capable of accomplishing the necessary work in the allotted time periods. The schedule shall be consistent with the completion dates as specified in Section 00800 Contract Clause 52.211-10, COMMENCEMENT,



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PROSECUTION, AND COMPLETION OF WORK. Other Contractor's work shall also be coordinated in accordance with Contract Clause 52.236-8, OTHER CONTRACTS.

Submit an updated schedule for Government approval on a monthly basis. The updated schedule will be used as a basis to evaluate the Contractor's progress for purposes of payment. Lack of an updated schedule will result in an inability of the Contracting Officer to perform a full evaluation of the Contractor's progress and will result in the Contracting Officer withholding payment until an updated schedule has been submitted and approved.

### 1.5 INTERIM COMPLETION DATES

Construction shall be complete and ready for systems testing on March 12, 2013. The facility shall be turned over to the Government by March 15, 2013. All Contract requirements shall be complete by the completion date as specified in Section 00800 Contract Clause 52.211-10, COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK.

### 1.6 PERMITS AND RESPONSIBILITIES

Obtain all permits and licenses for the work as required under Section 00700 Contract Clause 52.236-7, PERMITS AND RESPONSIBILITIES (Nov 1991).

### 1.7 IN-WATER WORK

#### 1.7.1 In-Water Work Periods

The Government has established periods, described as "in-water work periods," coinciding with the annual cycles of fish migration and related allowed maintenance periods. In general, this is a work period that allows for work in the water, on the water, and adjacent to the water where the work might affect fish passage (usually a 50-foot rule from the work site to the water). The in-water work (IWW) period established for this Contract is: December 1, 2012 to March 15, 2013.

#### 1.7.2 In-Water Work Activities

For purposes of this Contract, work items that shall be restricted to the IWW period, along with further work restrictions, are described below:

- a. Weir modifications.
- b. Bypass flume modifications.

### 1.8 INCLEMENT WEATHER CONSTRUCTION

The Contractor's schedule shall reflect adverse weather days in all weather dependent activities as defined in Contract Clause 52.236-4, PHYSICAL DATA. Protect work areas from inclement weather, wind damage, and precipitation so that no delay in the prosecution of critical work items, or damage to USACE property occurs. No time extensions will be authorized for materials, work in place, or equipment damaged due to negligence during periods of inclement weather.

### 1.9 WORK BY THE GOVERNMENT CONCURRENT WITH CONTRACTOR WORK

The Government will limit interference with the Contractor's work to the maximum reasonable extent and the Government and Contractor shall

coordinate as necessary.

#### 1.10 WEEKLY COORDINATION MEETINGS

Weekly coordination meetings will be held between the Contractor and the Government. This meeting will be used to discuss the Contractor's safety, submittals, schedule, actual progress in the last week, and work planned in the upcoming two weeks. Make particular note of any work requiring Project support or potential impacts to Project operations or maintenance. A meeting time and place shall be mutually agreed upon for the same time each week. Distribute the coordination meeting notes with changes to the Government no later than the close of business the first workday following the weekly meeting.

#### 1.11 PARTNERING

The Government intends to encourage the foundation of a cohesive partnership with the Contractor and its subcontractors. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. Among the objectives are effective and efficient Contract performances and are intended to achieve completion within budget, on schedule, and in accordance with the plans and specifications; and to develop a single cooperative management team focused on the success of the project to mutual benefit of all stakeholders. This partnership will be bilateral in makeup, and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties, and will be shared equally with no change to the Contract price. An integral aspect of partnering is the resolution of disputes in a timely, professional, and non-adversarial manner through the use of issue clarification and problem solving. Alternate Dispute Resolution (ADR) methodologies will be encouraged in place of the more formal dispute resolution procedures. ADR will assist in promoting and maintaining an amicable working relationship to preserve the partnership. ADR is a voluntary, non-binding procedure available for use by the parties to this Contract to resolve any dispute that may arise during performance.

#### 1.12 CONTRACTOR EMPLOYEES

Ensure that all employees are capable of demonstrating adequate knowledge of tools, supplies, equipment, and techniques necessary to competently perform the work. All personnel employed by the Contractor shall be fully qualified in their respective fields to render the services necessary. The Government may require the Contractor to discontinue using any employee in the performance of the work specified in this Contract determined by the Government to be unsatisfactory. Contractor employees will not be permitted to bring guests, family members, or non-employees to the job site at any time.

#### 1.13 ACCESS AGREEMENTS AND WORK AREAS

##### 1.13.1 Access Agreements

a. Submit access procedures to and from the work site after the Contractor, the Contract Officer, and the Project's Representative have coordinated and determined the most advantageous access to, and staging of, the Contractor's assets deployed to the work site. Access shall only be to the Adult Fish Facility. The contractor shall not access into the Visitor Orientation Building or the Powerhouse.

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- b. The right-of-way for the work (or delivery site) and access thereto will be furnished as stated in this paragraph subject to mutual agreement between the Contractor and the Government concerning the specific route the Contractor is to use. Such mutual agreement shall be reached prior to initiation, construction, or delivery.
- c. The existing access roadway and any associated access roads on the Project, shall not be closed as a result of construction or delivery activities associated with this Contract unless previously coordinated and approved by the Government. Traffic delays will only be permitted in accordance with the provisions of this Section.
- d. When necessary to operate on or to cross existing highways or roads, all necessary permits shall be obtained from the appropriate private or public authority.
- e. In accordance with Section 00700 Contract Clause 52.236-13 Alt I, ACCIDENT PREVENTION - ALTERNATE I, and EM 385-1-1, flaggers, signs, lights, and/or other safeguards shall be provided to safely control and direct the flow of traffic when necessary for equipment to operate on or to cross access roads, arterial roads, or highways.
- f. Spillage on Project roads and state or county roads will not be permitted, and the spillage shall be immediately cleaned up at the expense of the Contractor.
- g. No cledted or crawler-type equipment shall be operated on paved surfaces.
- h. Damage to all roads caused by the Contractor's operations shall be repaired to preexisting conditions at the expense of the Contractor.

### 1.13.2 Work Areas

- a. Drawings showing the layout of the area proposed for use shall be submitted for review and approval and comply with Contract Clause 52.236-10 OPERATIONS AND STORAGE AREAS. The drawing(s) shall show the location of the principal components: offices, access roads, parking, storage facilities and disposal areas, which the Contractor proposes to construct within the designated limits.
- b. Only Contractor and subcontractor parts trailers and lunch trailers may be allowed in the Contractor work areas and these shall be subject to CO and Project approval. All Contractor and subcontractor trailers are required to be adequately and physically anchored to prevent overturning due to high winds.
- c. Should additional working space or lands within the Government right-of-way be required for material yards, job offices, or other purposes obtain prior Government approval in writing. When directed at any time during the progress of the work when space is needed within the right-of-way for other purposes, any part of the grounds that have been in use shall be promptly vacated and cleaned up. However, it is not the intent to require the Contractor's plant or material to be removed from an area while such plant, material, or area is still being actively used.
- d. The Project staff will brief the Contractor on security procedures. Any such procedures will not be the basis for claims for additional

money or time. The Project areas off limits to Contractor personnel will also be designated.

e. Salespersons or personnel seeking employment will not be permitted inside the Project security fences without prior Government approval.

f. Access to the Contractor's work areas will be available from Washington State Route 14 on the north side of Bonneville Dam.

#### 1.13.3 Employee Access and Parking

Contractor's employee private vehicle parking areas shall be restricted to the area as agreed upon before construction or delivery. Keep the parking areas free of litter and debris. An adequate number and size of trash receptacles shall be placed in the parking areas and emptied, as necessary to avoid overflowing. Trash receptacles shall be adequately secured to provide protection from the wind and animals.

#### 1.14 SECURITY PROCEDURES

##### 1.14.1 Project Security

a. The Project is not open to the public during daylight hours. After dusk the security gates are locked and unmanned. Submit a procedure for approval for identification and control of employees entering or leaving the Project during the hours of closure.

b. Arrangement and scheduling of working hours and crews shall be coordinated through the CO with the Project Staff. The working hours of the Project Staff are Mondays through Thursdays from 6:30 a.m. until 5:00 p.m. Fridays are non-working days. Working hours that extend past 5:00 p.m. weekdays or on weekends and holidays shall be coordinated through the CO and approved by the Project Staff. Submit the intended working hours of staff on site and identify any employees working in any capacity in accordance with the subparagraph entitled Identification of Employees.

c. Security of the Contractor's property and items furnished under this Contract, until the Government accepts items, are the Contractor's responsibility whether stored inside or outside.

d. All Contractor personnel, subcontractor personnel, suppliers, etc. shall comply with the Project's security policies. Salespersons or personnel seeking employment will not be permitted inside the Project. Costs associated with Contractor failure to comply with the Project security policies shall be at the expense of the Contractor.

e. Signs may be erected outside the project containing instructions for personnel seeking the Contractor. The content and location of the signs will be approved by the CO prior to erection. Posts or other means of support, if required, shall be provided by the Contractor and removed when the Contract is completed. Any open post holes shall be suitably backfilled, prior to the end of the shift in which posts are removed, and any other damage shall be repaired to preconstruction conditions.

##### 1.14.2 Contractor's General Personnel

Prepare an organizational chart and revise whatever organizational changes

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occur. Maintain a complete organizational chart of all positions that will be working on the project. All personnel employed by the Contractor shall be fully qualified in their respective fields to render the services necessary.

### 1.14.3 Identification of Employees

a. Submit a complete, dated and signed, list of all Contractor and subcontractor personnel and their titles who will be working on the project at the Weekly Coordination Meeting. This listing shall be revised and resubmitted when personnel changes occur.

b. Government-prescribed cards/keys:

(1) Obtain the Government-prescribed cards/keys from the Project Security Office prior to engaging in work on the project. For each employee requiring Government-prescribed card/key, submit a written request to the CO at least one week in advance of commencing work including, but not limited to the following:

- Name of Contractor
- Name of employee
- Employee's birth date
- Employee's place of birth
- Employee's valid identification with photo
- Other employee information as needed based on security level

(2) Within 24 hours of personnel changes or the release of any employee and within seven days of the end of construction completion or termination of Contract, collect and return all Government-prescribed cards/keys to the Project Security Office. Failure to return any Government-prescribed cards or keys will result in a \$250 per item charge to the Contractor and may delay final payment. These fees will be deducted from the Contractor's monthly payment at no additional cost to the Government.

### 1.14.4 Foreign Born Employees

Submit photocopies of the green card work permits and/or passports to the CO of all Contractor employees who are foreign born and have non-citizen status. Submit photocopies at least one month in advance of the start of work by the employees. This allows the USACE District Security Office sufficient time to run a security check on these affected personnel. Contractor personnel who fit the above description of non-citizenship shall not be permitted to work until they pass the security check in addition to other requirements of this Contract.

### 1.14.5 Identification of Contractor Vehicles

All Contractor vehicles used for prosecuting the work shall have a Contractor sign or other permanent identification and shall carry the required insurance. Private vehicles not owned by the Prime Contractor or subcontractors shall not be used for prosecuting the work. All Contractor's vehicles shall have Government-furnished Project Parking Tags displayed at all times while the vehicles are on the project. Obtain the Parking Tags from the Project Administration Officer. Obtaining Parking Tags for each vehicle, prior to the vehicle's work on site and requiring each vehicle engaged in the work to display such identification, is the responsibility of the Contractor. Immediately return all

## Bonneville Dam AFF Improvements

Government-furnished Project Parking Tags to the Government for cancellation upon permanent removal of any vehicle from the project. Failure to return any Government-furnished Parking Tags will result in a \$250 per item charge to the Contractor. This fee will be deducted from the Contractor's monthly payment at no additional cost to the Government.

### 1.14.6 Use of Private Vehicles

Private vehicles of the Contractor and its employees shall enter and leave the project as directed. Restrict parking to approved areas. All Contractor employee vehicles shall have Government-furnished Project Parking Tags displayed at all times while the vehicles are on the project. Obtaining the parking tags from the Project Administration Officer for each vehicle, prior to the vehicle's arrival on site, is the responsibility of the Contractor. Immediately return all Government-furnished Project Parking Tags to the Government for cancellation upon release of an employee, end of construction completion, or termination of the Contract. Failure to return any Government-furnished Parking Tags will result in a \$250 per item charge to the Contractor. This fee will be deducted from the Contractor's monthly payment at no additional cost to the Government.

### 1.15 UTILITIES

Provide utilities required for the performance of work under this Contract, except Government-furnished electrical power, water, and compressed air as described below.

#### 1.15.1 Sanitary Facilities

Use of the Project restroom by Contractor personnel will be permitted.

#### 1.15.2 Electrical Power

##### 1.15.2.1 General

Use of existing 120V and 480V electrical receptacles is allowed. Take special care not to overload receptacle circuits. Contractor shall be responsible for all accessories, such as extension cords, adapters, and raceways for road crossings. Extension cords shall not be allowed to cross crane rails.

#### 1.15.3 Telephone

Telephone will not be available for Contractor use.

#### 1.15.4 Water

Reasonable amounts of water for domestic use will be made available from existing outlets and supplies. No charge will be made for the water. Notification shall be provided to the government at least one week prior to the need to obtain water to allow time for the system to be unwinterized.

### 1.16 CONTRACTOR USE OF GOVERNMENT CRANES

The Contractor will be allowed to use Government cranes for any work or access inside the adult fish facility. Use Contractor-furnished equipment to facilitate installation or handling of items and equipment for this Contract. Crane operators shall be licensed as required by the EM 385-1-1.

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### 1.17 DAMAGED EQUIPMENT OR ABNORMAL CONDITIONS

Inform the CO immediately upon finding any damaged equipment or other abnormal conditions involving additional work in which the Contractor believes it has no responsibility. The failure or abnormality shall not be disturbed until witnessed by the CO. Prior to proceeding further with work, the Contractor and the Government shall agree in writing as to the responsibility for the damage or abnormality. Any damage or abnormal conditions not reported as specified above shall also be corrected.

### 1.18 NOISE CONTROL

#### 1.18.1 General

Noise control and noise levels shall conform to requirements set forth in the appropriate regulations, including EM 385-1-1, Section 05.C, 29 CFR 1910.95, 29 CFR 1926.52, and 29 CFR 1926.101. The most conservative requirement shall govern.

#### 1.18.2 Nighttime Noise Limitations

During construction, the noise levels, as measured from the nearest dwelling, shall not exceed 50 decibels during the hours from 2200 hours to 0700 hours.

### 1.19 USE OF EXPLOSIVES

Use of explosives will not be permitted.

### 1.20 DAILY CLEANUP AND DISPOSAL

Keep all work areas reasonably neat on a daily basis. Collect, remove, and dispose of all debris resulting from the work, such as waste metalwork, packing cases, scrap lumber, and other debris off-site at least once per week. Do not use the Government's trash cans, dump boxes, and other containers. Do not dispose of liquid waste in Project drains. All costs of removing debris shall be incidental to the work, and therefore, no separate payment will be made.

### 1.21 PROTECTION OF MATERIAL AND WORK

All materials, supplies, tools, equipment and Government property (including all tools, equipment, and special devices supplied by the Contractor and to be turned over to the Government at the end of the Contract) shall at all times be protected and preserved in an approved manner. If material, equipment, supplies, and work performed are not adequately protected, such property may be protected by the Government and the cost thereof will be charged to the Contractor or deducted from any payment due.

### 1.22 PROTECTION OF EXISTING UTILITIES

Protect existing utilities in accordance with Contract Clause 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. Repairs shall be made immediately and at Contractor's expense.

1.23 PROTECTION AND RESTORATION OF EXISTING FACILITIES

Protect all existing facilities whether or not shown on the drawings or referenced in the specifications. Upon completion of the work, all the existing facilities, not included as a portion of the work, shall be left in a condition equal to the original condition prior to the Contract. Costs for repair and restoration of any facilities shall be considered to be incidental to and included in the Contract price.

1.24 RESTORATION OF PROJECT ROADS

Project roads used for construction access will be evaluated and shall be restored to their original condition by the Contractor as required. Repair and restoration shall be made at the expense of the Contractor.

1.25 Shop Drawings

Provide shop drawings of proposed weir modifications, observation boxes, flume modifications, and water supply system prior to fabrication or installation of any items.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

-- End of Section --



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PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

-- End of Section Table of Contents --

SECTION 01 11 00.00 25

SUMMARY OF WORK

PART 1 GENERAL

1.1 SUMMARY

This Section provides a summary of the various Contract work elements and their relationship to each other. This summary does not provide the technical detail for particular work activities, but describes the work as a whole, providing overall perspective to the separate tasks and their interrelationships. Use this Section in conjunction with all the other Sections and the Drawings to establish the total work requirements.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

1.2.1 Project Description

The work includes modifications to the adult fish facility at Bonneville Dam and incidental related work. The work covered by this contract includes modification to weirs surrounding Valve 15, the fabrication and installation of two fish observation boxes, modifications to the fish bypass flumes, and the modification of the raw water supply system. This effort is to include all associated works required and described within this Contract package.

1.2.2 Location

The work shall be located near the tailrace area of Bonneville Dam Second Powerhouse. Contractor access to the work site will be from Washington State Route (SR) 14.

1.3 Description of Work to Be Performed

1.3.1 Weir Modifications

Modify the weirs surrounding Valve 15 as shown on Attachment A4. Exact measurements for all items shall be independently confirmed by the contractor prior to fabrication.

1.3.1.1 Replace Existing Weir Channels

Replace the entire existing channel sections and structural angles supporting the trashrack structure in-kind. Coat the new materials with an industry standard product for underwater applications to a minimum of 10 mils thickness using the manufacturer's recommendation unless directed otherwise.

1.3.1.2 New Stop Log Guide

Furnish and install new internal stop log guide, also painted per 1.3.1.1, to have the same height as the existing guides (124 inches) with equivalent width dimensions to hold the same size of stop logs. Material shall be A36 steel. The guide shall consist of two MC7 x 22.7 welded together along the back edges, with the openings to face out in opposite directions. The east

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side of the guide shall hold one end of the south weir stop logs and the west side of the guide shall have new porosity plate attached to the front. The new guide shall be located between the two existing guides for the south (long) weir and center of the guide shall be located as shown on Attachment A4.

### 1.3.1.3 New Stoplogs

Replace existing wooden stoplogs with new stoplogs where indicated on Attachment A4. The new stoplogs shall stack to the same elevation as the existing stoplogs. Provide two additional members of equivalent length and width in 4 inch height increments for each stoplog segment, to be used for flow and water level adjustment. The length & width dimension of the stop logs are shown below:

Weir 1 (south side)	Width= 5.5 in.	Length* = 60.5 in.	(new opening span about 4.5 feet)
Weir 2 (east side)	Width= 5.5 in.	Length** = 50 in.	(opening span about 3 feet)

\*Length 1 is 0.5 inches less than the measured inside distance between existing guides - 24 inch wide porosity plate - 1 inch thickness for new internal guide.

\*\*Length 2 is 0.5 inches less than the measured inside distance between existing guides.

Stoplogs shall be White oak. Contractor shall notify government of availability as soon as possible and submit alternative proposal for wood that fits in the slot appropriately. All dimensions shall be field verified by the contractor.

### 1.3.1.4 Stoplog Plating

Furnish and install new UV resistant UHMW plates 1/2 inch thick to go into the weir guide slots in front (upstream) of the new stop logs as shown on Attachment A4. A backer rod and caulking shall be applied around the edges to minimize leakage. The inside width of the MC7 x 22.7 C channel stop Log guides is 6 inches. The length and height of the two plates shall be the following:

Weir 1 (south side)	Height= 9 feet	Length = 60.5 in.	(new opening span about 4.5 feet)
Weir 2 (east side)	Height= 9 feet	Length = 50 in	(opening span about 3 feet)

Caulking shall be applied around the front (upstream) sides and bottom to minimize leakage around and under the plates. All dimensions shall be field verified by the contractor.

### 1.3.1.5 Perforated Plates

Furnish and install new perforated plates with the following dimensions:  
Plate thickness = 1/2 inches A36 steel  
Perforated sections shall consist of 3-inch diameter holes at 6-inch square grid centerline spacing, or 6.5-inch staggered centerline spacing (Porosity = 20 % in both cases).

Plate 1 (west side)	Height = 10 feet	Length = 48 inches	(opening width = 36 inches)
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Plate 2 (south side)      Height = 10 feet      Length = 24 inches (opening width = 18 inches)

The plates shall be solid and perforated at the following levels starting at 0 from the bottom:

Plate 1 (south side)	Plate 2 (west side)
0 - 5 feet: solid	0 - 5 feet: solid
5 - 9 feet: perforated	5 - 10 feet: perforated
9 - 10 feet: solid	

Attach perforated plates, where indicated, to the front of the weir guides after proper cleaning and painting. These plates shall be bolted to the front of the weir guides at a minimum of one foot (center to center) along the length of the plate. Include a neoprene gasket material between the perforated plates and the weir guides to prevent leakage. Bolts shall be 1/2" stainless steel.

### 1.3.2 Observation Boxes

#### 1.3.2.1 Box Details

Provide and install the observation boxes as shown in Attachment A5 (Drawing M-002). Tanks shall be formed of .25 inch aluminum. Install tanks as shown on Attachment A5 (Drawing M-001).

#### 1.3.2.2 Fabrication

The bottom perforated plates shall be 1/4 inch UHMW with 1/4 inch holes on 3/4 inch centers. The top and bottom of each hole shall be countersunk a minimum of 1/8 inch. All corners shall be broken.

#### 1.3.2.3 Installation

Boxes shall be installed on a 3/4" threaded anchor to allow adjustment of the box angle to assist with fish release. Feet shall be installed in a level position. Modify screen and door on Brail pool to install box as shown. Location of the connection to the water supply shall be determined in the field. Piping from the water supply to the observation box shall be 3/4" Schedule 40 PVC. The last 10 feet of piping to the box shall be flexible to allow adjustment of box position. A secondary fill line shall be run to each box to fill the box after fish have been removed. The drain line shall include a 90 degree valve in the line at a convenient location to allow drain flow shutoff after fish handling. The top edge of the observation boxes shall be located at 28" as measured from the floor. Box stands can be fabricated out of 2" X 2" aluminum angle with rubber isolators where appropriate. The observation boxes shall retain the ability to be removed for cleaning or other purposes.

#### 1.3.2.4 Box Exit

Provide an SBR rubber "elephant's trunk" on the exit side of the box to ensure the vertical distance the fish will fall before entering the pool below is less than 1/2".

### 1.3.3 Bypass Flume Modifications

Modify the existing bypass flume as shown in Attachment A5 (Drawing M-001). The new piping extension shall match the existing pipe: 14 inch- Schedule 40 PVC. The 90-degree bend centerline radii shall be minimum 5 x Pipe OD

## Bonneville Dam AFF Improvements

and the bend shall be radiused rather than mitered for safe fish passage. All internal edges shall be smooth and free of sharp edges or burrs. A minimum of 1 inch radius shall be provided on edges. All gaps shall be less than 1/8 inch. Government inspection of all internal surfaces shall be completed prior to final assembly. The length of the outside (east & south) pipe shall be 21 feet 6 inches at 1 foot in 10 feet slope. The length of the inside (east & south) pipe shall be 17 feet 6 inches at 1 foot in 10 feet slope. The slope of the new elbow shall be adjusted as necessary to have the same start and end elevations as the outside pipe. Both pipes shall terminate at the same horizontal location and elevation. The pipes shall terminate less than 2.5 feet above the fishladder floor. The pipes shall be supported by Cooper B-Line B3140 pipe supports or approved equal. The pipe supports shall be mounted on a C6X4.5 channel mounted to the wall using epoxy anchors with proper embedment of all anchors. Connect flanges using manufacturer recommended gasket and flange kits.

### 1.3.4 Raw Water Supply System

Provide and install a new raw water supply pump and piping to increase the flow to the fish facility. The layout shall be similar to the existing system and tie into the existing system at the fishladder. Tie into the existing galvanized piping at the grating above the pump. The new piping system shall be routed along the same path as the existing and have the same size pipe, hose bibs, and pvc piping as currently installed. Reuse existing pipe as possible. The existing hose bib shall remain with an additional new hose bib manifold furnished and installed above the existing hose bib. New Schedule 80 pipe shall be installed from the pump discharge to the fishladder area. The new pump shall provide 170 gpm at 65' of head, a 5 HP motor. Route new water supply system to:

New fish observation tank inlets, 4 each.

3/4 inch PCVC to the switchgates for the bypass flumes.

### 1.4 CONTRACT DRAWINGS

a. The Drawings that accompany these Specifications are a part thereof.

b. One set of full size Contract drawings, maps, and Specifications will be furnished to the Contractor without charge per Section 00700 Contract Clause 252.236-7001, CONTRACT DRAWINGS AND SPECIFICATIONS. Reference publications will not be furnished.

c. Contractor shall immediately check furnished Drawings and notify the Government of any discrepancies.

### 1.5 OCCUPANCY OF PREMISES

a. Building(s) may be occupied during performance of work under this Contract.

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

### 1.6 EXISTING WORK

In addition to Section 00700 Contract Clause 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:

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a. Remove or alter existing work in such a manner as to prevent injury or damage to any portion of the existing work to remain.

b. Upon completion of the work, repair or replace portions of existing work, which have been damaged by Contractor's operations, to preconstruction conditions at the expense of the Contractor.

1.7 ON-SITE PERMITS

See Section 01 10 10.00 25, CONTRACTOR'S OPERATIONS AND REQUIREMENTS, for on-site permits.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

-- End of Section --

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PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

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SECTION 01 22 00.00 25

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 GENERAL INFORMATION

a. In each instance, the Contract price for an item will constitute full compensation as herein specified, as shown, or as otherwise approved. The Contract price and payment will also constitute full compensation for all work incidental to completion of the item, unless such work is otherwise specifically mentioned for separate payment under another line item. In the event any work is required by the specifications Sections or by the Drawings and not specifically mentioned in the measurement and payment paragraphs, separate or direct payment will not be made and all costs thereof are incidental to the work and included in the Contract prices and payments for all items listed in the price schedule.

b. As stated in Section 00700 Contract Clause 52.236-21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, the word "provided" shall be understood to mean "furnished and installed" when used in this Section or elsewhere in the Technical Sections.

1.2 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this Contract on which the Contract unit price payments will be made are listed in Section 00010, PRICE SCHEDULE, and described below. The unit price and payment made for each item listed will constitute full compensation for furnishing all plant, labor, materials, and equipment; performing all associated Contractor quality control, environmental protection, commissioning, preparation of as-builts, O&M manuals, tests and reports, meeting safety requirements; and for performing all work required for each of the unit price items.

1.3 LUMP SUM PAYMENT ITEMS

Payment items for the work of this Contract for which Contract lump sum payments will be made are listed in Section 00010, PRICE SCHEDULE, and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed will constitute full compensation for furnishing all plant, labor, materials, and equipment; performing all associated Contractor quality control, environmental protection, commissioning, preparation of as-builts, O&M manuals, tests and reports, meeting safety requirements; and for performing all work required for which separate payment is not otherwise provided. A schedule of values for lump sum items shall be provided with each payment request.

1.4 SERVICES OF MISCELLANEOUS HIRE ITEMS FOR GOVERNMENT DIRECTED WORK

Skilled craftsman hire measurement of time will be units of man-hours, with a man-hour defined as one person working as directed for a period of



60 minutes. To qualify as services of miscellaneous hire, the directed work will be additional to that necessary to comply with Specifications requirements. Time will be computed by rounding off to the next higher one-half hour. No separate measurement for supervision, helper labor, overhead and/or other markups will be made as they are incidental to the service being furnished.

**MANDATORY ITEMS**

1.5 1.4 MEASUREMENT AND PAYMENT

1.5.1 Mobilization and Demobilization, CLIN 0001

a. Measurement: Measurement will be made as a lump sum for mobilizing and demobilizing all plant, equipment, fuel, supplies, materials, and personnel to and from the job site. This Contract Line Item Number (CLIN) applies to the Prime Contractor and all subcontractor mobilization and demobilization.

b. Payment: Payment will be made in the Contract amount under CLIN 0001 at a rate of 60 percent for mobilization and 40 percent for demobilization as defined in Contract Clause 252.236-7004, PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (Dec 1991).

1.5.2 Weir Modifications, CLIN 0002

a. Measurement: Measurement will be made as a lump sum for providing all labor, equipment, materials, parts, and incidentals for the modifications to the existing weir specified in the contract documents.

b. Payment: Payment will be made in the Contract amount under CLIN 0002, "Weir Modifications."

1.5.3 Observation Boxes, CLIN 0003

a. Measurement: Measurement will be made for each of the boxes installed and include all costs associated with fabrication and installation of the observation boxes, including supporting materials, anchors, and necessary water connection materials and labor..

b. Payment: Payment will be made in the Contract amount under CLIN 0003, "Observation Boxes."

1.5.4 Bypass Flume Modifications, CLIN 0004

a. Measurement: Measurement will be made as a lump sum for providing all labor, equipment, materials, parts, and incidentals for the modifications to the existing bypass flume specified in the contract documents.

b. Payment: Payment will be made in the Contract amount under CLIN 0004, "Bypass Flume Modifications."

1.5.5 Raw Water Supply System, CLIN 0005

a. Measurement: Measurement will be made as a lump sum for providing all labor, equipment, materials, parts, and incidentals for the furnishing and installation of the raw water supply system specified in the contract documents.

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b. Payment: Payment will be made in the Contract amount under CLIN 0005, "Raw Water Supply System."

1.5.6 Skilled Craftsmen Hours, CLIN 0006

a. Measurement: When so directed by the Contracting Officer, furnish up to 30 hours of skilled craft labor. Skilled Craftsmen Hours shall be measured by the individual hours of worker effort for assigned work scope as needed during the on-site Contract work. Work not specified for payment under other Line Items will be paid by use of Skilled Craftsmen Hours. Skilled Craftsmen Hours shall include the Davis Bacon prevailing wage hourly labor, tools, and incidental materials required for the directed tasks.

b. Payment: Payment for CLIN 0006, Skilled Craftsmen Hours will be made at the hourly rates for the craft performed. The labor rate shall be similar to the value of a welder or machinist and related equipment. The total cost of labor supplied under CLIN 0006 shall not exceed the amount shown on the Price Schedule.

1.5.7 Miscellaneous Materials, CLIN 0007

a. Measurement: Miscellaneous parts and materials shall be purchased as directed by the Contracting Officer.

b. Payment: Payment for CLIN 0007, "Miscellaneous Materials" will be made as reimbursement for the actual cost plus 15 percent of the parts and materials purchased. Invoices and signed purchase orders for parts and materials, including shipping charges, shall be prepared and submitted for payment. The total cost of items covered under CLIN 0007 shall not exceed the amount shown on the Price Schedule.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

-- End of Section --

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PART 2 PRODUCTS - NOT USED

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PART 3 EXECUTION - NOT USED

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SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 GENERAL INFORMATION

a. Section 00700 Contract Clauses 52.236-5, MATERIAL AND WORKMANSHIP, paragraph (b) and 252.236-7001, CONTRACT DRAWINGS AND SPECIFICATIONS, apply to all submittals.

b. Make submittals as required by the Specifications. The Contracting Officer (CO) may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective Sections.

c. Use the same units of weights and measures on all submittals as those used in the Contract Drawings.

d. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with Contract requirements.

e. The Contractor's Quality Control (CQC) System Manager shall check and approve all items prior to submittal and stamp, sign, and date indicating action taken. Proposed deviations from the Contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals.

f. Submittals requiring Government approval shall be scheduled and approved prior to the acquisition of the material or equipment covered thereby. Advanced PDF copies of submittals including the Contractor-signed ENG Form 4025-R shall be provided electronically to assist expedited review of submittals, all submittal requirements shall remain otherwise unchanged.

g. Pick up and dispose of samples not incorporated into the work in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. Submit the following in accordance with this Section:

SD-01 Preconstruction Submittals

    Submittal Register; G

SD-07 Certificates

Authorized Shop Drawing Approvers

1.3 DEFINITIONS

1.3.1 Submittal Descriptions (SD)

Submittal requirements are specified in the technical Sections and in the preliminary submittal register (ENG Form 4288-R, Attachment A1). Submittals are identified by Submittal Description (SD) numbers and titles as follows:

SD-01 Preconstruction Submittals

SD-06 Test Reports

SD-07 Certificates

SD-11 Closeout Submittals

1.3.2 Approving Authority

Office or designated person authorized to approve submittal.

1.3.3 Work

As used in this Section, on- and off-site construction required by Contract documents, including labor necessary to produce submittals (except those SD-01 Pre-Construction Submittals noted above) construction, materials, products, equipment, and systems incorporated or to be incorporated in such construction.

1.4 SUBMITTAL DESIGNATION

Submittals are classified as follows:

a. Government Approved (G). Government approval is required for critical materials, deviations, an "or equal" decision, equipment whose compatibility with the entire system must be checked, and other items as designated by the CO. Within the terms of Contract Clause 52.236-21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION they are considered to be "shop drawings."

b. Information Only. Submittals not requiring Government approval will be for information only. Within the terms of the Section 00700, Contract Clause 52.236-21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, these submittals are not considered to be "shop drawings."

1.5 SUBMITTAL REGISTER

1.5.1 Maintain Submittal Register

a. Prepare and maintain Submittal Register, ENG Form 4288-R, per subparagraph entitled Submittal Management, in Section 01 45 00.10 25, QUALITY CONTROL SYSTEM (QCS), as the work progresses. Do not change data which is output in columns (c), (d), (e), and (f) as delivered by Government; retain data which is output in columns (a), (g), (h), and (i) as approved. This list may not be all inclusive and additional submittals may be required. Do not preassign transmittal numbers when preparing the submittal register. The preliminary and then the

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approved submittal register will become the scheduling documents and will be updated monthly and used to control submittals throughout the life of the Contract.

b. The Government will provide the preliminary submittal register in electronic format.

(1) Column (c): Lists Specification Section in which submittal is required.

(2) Column (d): Lists each submittal description (SD No. and type, e.g. SD-02 Shop Drawings) required in each Specification Section.

(3) Column (e): Lists one principal paragraph in Specification Section where a material or product is specified. This listing is only to facilitate locating submitted requirements. Do not consider entries in column (e) as limiting project requirements.

c. Thereafter, track all submittals by maintaining a complete list, including completion of all data columns, including dates on which submittals are received and returned by the Government.

### 1.5.2 Use of Submittal Register

Submit submittal register with project schedule and QC plan. Verify that all submittals required for work are listed and add missing submittals. Coordinate, update, and complete the fields on the submitted register in QCS with the project schedule and QC plan.

### 1.5.3 Government Approval Submittals

#### 1.5.3.1 Quantity of Submittals

SD-01, SD-02, SD-03, and SD-05 through SD-11 submittals: Submit three copies of "G" submittals with three corresponding ENG 4025-R transmittal forms (Attachment A2). SD-04 submittals: Submit two samples of "G" submittals with two corresponding ENG 4025-R transmittal forms, unless otherwise specified. Upon completion of review, "G" submittal copies will be marked with an action code, dated, and returned to the Contractor as specified below:

#### 1.5.3.2 Processing of "G" Submittals.

a. Submittals will be reviewed and processed as follows:

(1) Approved as Submitted (Action Code "A"): Submittals which can be approved without correction will be stamped "Approved" and one copy returned to the Contractor.

(2) Approved, Except as Noted on Drawings (Action Code "B"): Submittals which have only minor discrepancies will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted" and one copy returned to the Contractor for correction.

(3) Approved, Except as Noted on Drawings, Resubmission Required (Action Code "C"): Submittals which are incomplete or require more than minor corrections will be annotated in red to indicate

necessary corrections. Marked material will be stamped "Approved Except as Noted - Resubmission Required" and one copy returned to the Contractor for correction. Resubmittal of only those items needing correction required.

(4) Will be Returned by Separate Correspondence (Action Code "D"): Submittals will be addressed by Serial Letter and the Contractor shall respond according to instructions in the letter.

(5) Disapproved (Action Code "E"): Submittals which are fundamentally in error, cover wrong equipment or construction, or require extensive corrections, will be returned to the Contractor stamped "Disapproved." One copy will be returned to the Contractor and an explanation will be furnished on the submitted material or on ENG Form 4025-R indicating reason for disapproval. Complete resubmittal required.

(6) Receipt Acknowledged (Action Code "F"): Submittals stamped "Receipt Acknowledged" are complete and one copy returned to the Contractor.

(7) Other (Specify) (Action Code "G"): Submittals requiring other specific action will be stamped "Other (Specify)" and returned with a description in the Remarks section. One copy will be returned to the Contractor. Resubmittal of only those items needing correction required.

(8) Receipt Acknowledged, Does Not Comply (Action Code "X"): Submittals which have been received but do not comply with Contract requirements. One copy will be returned to the Contractor stamped "Receipt Acknowledged, Does Not Comply" and an explanation will be furnished. Corrective action and resubmittal required.

b. Resubmittal will not be required for approved submittals unless subsequent changes are made by Contractor or by Contract modification. For submittals required to be resubmitted, Contractor shall make corrections required, note any changes by dating the revisions to correspond with the change request date, and promptly resubmit the corrected material. Resubmittals shall be associated with the "parent" by use of sequential alpha characters (for example, resubmittal of transmittal 8 will be 8.1, 8.2, etc). Government costs incurred after the first resubmittal may be charged to the Contractor.

#### 1.5.4 Information Only Submittals

##### 1.5.4.1 General

Submit three copies of information only submittals and three corresponding ENG 4025-R transmittal forms. Normally information only submittals will not be returned. Government approval is not required on information only submittals. These submittals will be used for information purposes. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the Contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the CO from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government



in those instances where the technical specifications so prescribe.

#### 1.5.4.2 Processing of Information Only Submittals

Submit information only submittals prior to delivery of the material or equipment to the job site. ENG Form 4025-R shall be marked with the words "Contractor approved - information copy only" in the REMARKS block of the form. Submittals will be monitored and spot checks made. When such checks indicate noncompliance, the Contractor will be notified by the same method used for Government Approval submittals. Resubmittal of nonconforming information only submittals shall be reclassified Government Approval ("G"), shall be in five copies, and re-submitted for approval.

### 1.6 SUBMITTAL COORDINATION

#### 1.6.1 Submittal Coordination Meeting

Meet with the CO, after the preconstruction conference and before any submittals are sent to the CO, to further develop the preliminary submittal register (ENG Form 4288-R). During the meeting identify and group all required items into the categories as shown in paragraph entitled SUBMITTAL DESIGNATION.

#### 1.6.2 Submittal Register ENG Form 4288-R

Coordinate the submittal register with the progress schedule and submit within 10 days of Notice to Proceed. In preparing the final document, allow a minimum of 15 days for review and approval, and possible resubmittal of each item on the register.

#### 1.6.3 Submittal Register Updates

The CQC System Manager shall review the listing at least every 10 days and take appropriate action to maintain an effective system. Submit copies of updated or corrected listings to the CO at least every 10 days in the quantity specified.

### 1.7 SCHEDULING

Schedule and submit concurrently submittals covering component items forming a system or items that are interrelated. Adequate time (a minimum of 15 calendar days exclusive of mailing time) shall be allowed and shown on the register for Government review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

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

b. Submittals called for by the Contract documents shall be listed on the register. Approval by the CO does not relieve the Contractor of supplying submittals required by the Contract documents but which have been omitted from the register.

c. Re-submit register and annotate monthly with actual submission and approval dates. When all items on the register have been fully approved, no further re-submittal is required.

d. Carefully control procurement operations to ensure that each

individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

1.8 TRANSMITTAL FORM (ENG FORM 4025-R)

Use the sample transmittal form (ENG Form 4025-R, Attachment A2) for submitting both Government Approved and Information Only submittals in accordance with the instructions on the reverse side of the form. These forms are included in the QCS software that the Contractor is required to use for this Contract, per Section 01 45 00.10 25, QUALITY CONTROL SYSTEM (QCS). Fill forms in completely prior to submittal. Exercise special care to ensure proper listing of the specification paragraph number(s) and Contract Drawing sheet number(s) pertinent to the data submitted for each item. List each submittal item separately on the form, naming subcontractor, supplier, or manufacturer; applicable specification paragraph number(s); drawing/sheet number; pay item number; and any other information needed to identify the item, define its use, and locate it in the work. One or more ENG 4025-R forms may be used per Specification Section, however, DO NOT include more than one Specification Section per transmittal.

1.9 CROSS-REFERENCE (ENG FORM 4288-R/ENG FORM 4025-R)

To provide a cross-reference between the approved submittal register and transmittal forms, the Contractor shall record the "transmittal numbers" assigned when submitting items in column "Transmittal No." of the ENG Form 4288-R. The numbers in column "Transmittal No." of the submittal register shall correspond to the column "Item No." on ENG Form 4025-R.

1.10 SUBMITTAL PROCEDURES

Submit the number of copies in accordance with subparagraphs entitled Government Approved Submittals and Information Only Submittals, unless indicated otherwise in the technical specifications. Submit a complete collated "reviewers copy" with one ENG 4025-R form and attachments (not originals). The remaining copies (four for Government Approval, two for Information Only), ENG 4025-R forms, and attachments shall not be collated. This would not apply to a series of drawings. Submit hard copy and electronic copies of Record (as-built) Drawings and O&M Manuals in accordance with the applicable Specification Sections.

1.10.1 Approval of Submittals by the Contractor

- a. Submit names and titles of Contractor Authorized Shop Drawing Approvers to the CO with the ENG Form 4288-R. Supplier or subcontractors certifications are not acceptable as meeting this requirement.
- b. Before submittal to the CO, the Contractor's Authorized Shop Drawing Approvers shall review and correct shop drawings prepared by subcontractors, suppliers, and itself, for completeness and compliance with Drawings and Specifications. Do not use red markings for correcting material to be submitted. Red markings are reserved for CO's use.
- c. Submittals for Government Approval shall first be Contractor-approved and stamped, see paragraph entitled CONTRACTOR APPROVAL STAMP.

d. Submittals not conforming to the requirements of this Section will be returned to the Contractor for correction and resubmittal.

1.10.2 Drawings

Each drawing shall be not larger than D size (22 inches high by 34 inches wide), include a title block in lower right hand corner, and a 3- by 4-inch clear area adjacent. The title block shall contain vendor's name, Contract number, description of item(s), Contract line item number, and a revision block. Separate drawings are required for each Contract line item. Where drawings are submitted for assemblies of more than one piece of equipment or systems, of components dependent on each other for compatible characteristics, complete information shall be submitted on all such related components at the same time. The information shall be complete and the sequence of drawing submittal shall be such that all information is available for reviewing each drawing. Drawings for all items and equipment, of special manufacture or fabrication, shall consist of complete assembly and detail drawings. All revisions after initial submittal shall be shown by number, date, and subject in revision block. Any drawing or electronic drawing file submitted, that is not of satisfactory quality, will be returned and shall be corrected and re-submitted.

1.10.2.1 As-Built Drawings

Each as-built drawing shall maintain the original size, format, and border sheet as provided by the Government, showing final as-constructed conditions. Unless otherwise specified, submit in accordance with Section 01 78 39.00 25 PROJECT RECORD DOCUMENTS.

1.10.2.2 Shop Drawing Reproducibles

Upon completion of the work under this Contract, provide a complete set of:

- a. Electronic drawing files, per Section 01 78 39.00 25, PROJECT RECORD DRAWINGS, for all the drawings as finally approved under this Contract. Show all changes and revisions, including any field changes, made up to the time that the work is accepted. Include all pertinent data files to reproduce the complete set. Record files on CD-ROM, CD-R discs only, or other digital media noted otherwise in this Contract.
- b. Full-size reproducible hard-copy sets of drawings identical to the electronic drawing files. Show all changes and revisions, including field changes, made up to the time that the work is accepted.

1.10.2.3 Printed Material

All requirements for shop drawings shall apply to catalog cuts, illustrations, printed specifications, or other data submitted, except that the 3- by 4-inch clear area adjacent to the title block is not mandatory. Mark out inapplicable portions of the documents. Applicable items such as model numbers, sizes, and accessories shall be indicated by arrow or highlighted.

1.11 SAMPLES REQUIRING LABORATORY ANALYSIS

See Section 01 45 00.00 25, CONTRACTOR QUALITY CONTROL, for procedures and address for samples requiring Government testing.

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1.12 SAMPLES REQUIRING VISUAL INSPECTION

Coordinate samples requiring only physical inspection for appearance and suitability with the on-site Government Quality Assurance Representative (GQAR).

1.13 FIELD TEST REPORTS

Deliver routine tests such as soil density, concrete deliveries, and repetitive pressure testing to the GQAR with the daily Quality Control reports. See Section 01 45 00.00 25, CONTRACTOR QUALITY CONTROL.

1.14 PURCHASE ORDERS

a. Each purchase order issued by the Contractor for materials and equipment to be incorporated into the work shall:

- (1) Clearly identify the applicable Contract number
- (2) Carry an identifying number
- (3) Be in sufficient detail to identify the material being purchased
- (4) Indicate a definite delivery date.

b. Furnish copies of purchase orders to the CO when the Contractor requests assistance for expediting deliveries of equipment or materials, or when requested by the CO for the purpose of quality assurance review.

1.15 CERTIFICATES OF COMPLIANCE

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

1.16 DISAPPROVED SUBMITTALS

a. Make all corrections required by the CO and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction or notation on the returned submittals to constitute a change to the Contract drawings or Specifications; notice as required under Contract Clause 52.243-4, CHANGES, is to be given to the CO. The Contractor shall be responsible for the dimensions and design of connection details and construction of work. Failure to point out deviations may result in the Government requiring rejection and removal of such work at the Contractor's expense.

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b. If changes are necessary to submittals, make such revisions and re-submit the submittals in accordance with the procedures above. No item of work requiring a submittal change is to be accomplished until the changed submittals are approved.

1.17 APPROVED SUBMITTALS

a. The CO's approval or acceptance of submittals shall not be construed as a complete check, and indicates only that the general method of construction, materials, detailing, and other information are satisfactory.

b. Approval or acceptance will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this Contract shall be responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work.

c. After submittals have been approved by the CO, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.18 APPROVED SAMPLES

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

b. If requested, approved and/or disapproved samples, including those which may be damaged in testing, will be returned at the expense of the Contractor upon completion of the Contract.

c. Failure of any materials to pass the specified tests will be sufficient cause for refusal to consider, under this Contract, any further samples of the same brand or make of that material. Government reserves the right to disapprove any material or equipment which previously has proved unsatisfactory in service.

d. Samples of various materials or equipment delivered on the site or in place may be taken by the CO for testing. Samples failing to meet Contract requirements will automatically void previous approvals. Contractor shall replace such materials or equipment to meet Contract requirements.

e. Approval of the Contractor's samples by the CO does not relieve the Contractor of his responsibilities under the Contract.

1.19 CONTRACTOR'S FILES

Maintain "Approved as Accepted" and "Approved, Except as Noted on Drawings" (Action Codes "A" and "B") shop drawing files in fabrication shops and at field sites for Government use.

1.20 PAYMENT

Separate payment will not be made for submittals, and all costs associated

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therein shall be included in the applicable unit prices or lump sum prices contained in the Price Schedule. Payment will not be made for any material or equipment which does not comply with Contract requirements.

1.21 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained. No payment will be made for any materials incorporated into the work for Information Only submittals found to contain errors.

1.22 CONTRACTOR APPROVAL STAMP

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

CONTRACTOR  (Firm Name)
  _____ Approved
  _____ Approved with corrections as noted on submittal data and/or attached sheets(s).
SIGNATURE: _____
TITLE: _____
DATE: _____

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

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GOVERNMENTAL SAFETY REQUIREMENTS

PART 1 GENERAL

1.1 REFERENCES

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

AMERICAN SOCIETY OF SAFETY ENGINEERS (ASSE/SAFE)

- |                    |   |
|--------------------|---|
| ASSE/SAFE A10.28   | (2011) Safety Requirements for Work Platforms Suspended from Cranes or Derricks - American National Standard for Construction and Demolition Operations |
| ASSE/SAFE A10.32   | (2004) Fall Protection  |
| ASSE/SAFE A10.34   | (2001, R 2005) Protection of the Public on or Adjacent to Construction Sites - American National Standard for Construction and Demolition Operations    |
| ASSE/SAFE Z359-PKG | (2009) Fall Protection Code   |

ASME INTERNATIONAL (ASME)

- |               |                        |
|---------------|------------------------|
| ASME B30.2-26 | (2010) Crane Standards |
|---------------|------------------------|

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

- |          |   |
|----------|---|
| NFPA 241 | (2009) Standard for Safeguarding Construction, Alteration, and Demolition Operations      |
| NFPA 51B | (2009; TIA 09-1) Standard for Fire Prevention During Welding, Cutting, and Other Hot Work |

U.S. ARMY CORPS OF ENGINEERS (USACE)

- |             |  |
|-------------|--|
| EM 385-1-1  | (2008; Errata 1-2010; Changes 1-3 2010; Changes 4-6 2011; Change 7 2012) Safety and Health Requirements Manual |
| ER 385-1-31 | (2009) Safety and Occupational Health: The Control of Hazardous Energy   |

U.S. ARMY CORPS OF ENGINEERS - PORTLAND DISTRICT (NWP)

- |             |   |
|-------------|---|
| NWP-HECP-01 | (2011) Hazardous Energy Control Program |
|-------------|---|

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U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1910.146	Permit-required Confined Spaces
29 CFR 1915	Occupational Safety and Health Standards for Shipyard Employment
29 CFR 1926	Safety and Health Regulations for Construction
CPL 2.100	(1995) Application of the Permit-Required Confined Spaces (PRCS) Standards, 29 CFR 1910.146

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. The following shall be submitted in accordance with Section 01 33 00, SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Activity Hazard Analysis (AHA) Training Plan; G

HEC Procedures Training; G

Accident Prevention Plan (APP); G

Activity Hazard Analysis (AHA); G

Hazardous Energy Control Plan; G

Scaffolding; G

SD-06 Test Reports

Submit reports as their incidence occurs, in accordance with the requirements of the paragraph, REPORTS.

Regulatory Citations, Violations, and Corrective Action

Drug Prevention Program

Accident Reports

SD-07 Certificates

Confined Space Entry Permit

Hot Work Permit

Submit one copy of each permit attached to each Daily Contractor Quality Control Report (Section 01 45 00.00 25 Quality Control).

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### 1.3 DEFINITIONS

a. High Visibility Accident. Any mishap which may generate publicity and/or high visibility.

b. Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even though provided by a physician or registered personnel.

c. Recordable Injuries or Illnesses. Any work-related injury or illness that results in:

(1) Death, regardless of the time between the injury and death, or the length of the illness;

(2) Days away from work (any time lost after day of injury/illness onset);

(3) Restricted work;

(4) Transfer to another job;

(5) Medical treatment beyond first aid;

(6) Loss of consciousness; or

(7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.

d. "USACE" property and equipment specified in EM 385-1-1 shall be interpreted as Government property and equipment.

### 1.4 REGULATORY REQUIREMENTS

a. In addition to the detailed requirements included in the provisions of this Contract, comply with the most recent edition of EM 385-1-1, and applicable Federal, state, and local laws, ordinances, criteria, rules and regulations. Submit regulatory citations, violations, and corrective action and matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply.

b. Contact the Contracting Officer immediately of any OSHA or other regulatory agency inspection or visit, and provide the Contracting Officer with a copy of each citation, report, and Contractor response. Correct violations and citations promptly and provide written corrective actions to the Contracting Officer.

### 1.5 DRUG PREVENTION PROGRAM

Conduct a proactive drug and alcohol use prevention program for all workers, prime and subcontractor, on the site. Ensure that no employee uses illegal drugs, in accordance with Federal law, or consumes alcohol during work hours. Ensure there are no employees under the influence of drugs or alcohol during work hours and are fit for duty. During the

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Contract period a copy of tests, to include results of random testing, shall be submitted to the Contracting Officer. No personal data shall be submitted, only numbers of individuals tested and results of tests.

### 1.6 SITE QUALIFICATIONS, DUTIES, AND MEETINGS

#### 1.6.1 Personnel Qualifications

##### 1.6.1.1 Site Safety and Health Officer (SSHO)

a. Provide a Safety oversight team that includes a minimum of one competent person to function as the SSHO. The SSHO shall meet the requirements of EM 385-1-1, section 1, and ensure that the requirements of 29 CFR 1926 are met for the project. The SSHO shall be at the work site at all times to implement and administer the Contractor's safety program and Government-accepted Accident Prevention Plan. The SSHO's training, experience, and qualifications shall be as required by EM 385-1-1 paragraph 01.A.17 and all associated sub-paragraphs.

b. Provide a Competent Person for all of the hazards identified in the Contractor's Safety and Health Program in accordance with the accepted Accident Prevention Plan, and shall be on-site at all times when the work that presents the hazards associated with their professional expertise is being performed. Provide the credentials of the Competent Persons(s) for acceptance by the Contracting Officer in consultation with the Safety Office.

c. The Contractor Quality Control (CQC) manager can be the SSHO on this project.

d. The SSHO may have duties other than SSHO. The SSHO shall meet the following requirements:

##### Level 3:

A minimum of five years construction industry safety experience on similar projects.

30-hour OSHA Construction safety class or equivalent within the last four years.

At least 24 hours of formal safety training every four years.

Competent person training as needed.

##### 1.6.1.2 Assistant SSHO

Qualifications for an assistant SSHO's are a minimum of five years safety work on similar projects and a 30-hour OSHA construction safety class or equivalent. Competent Person training as needed. Assistant SSHO's may be necessary during the main shift along with the lead SSHO, but are primarily intended to be on-site during the times that the lead SSHO is absent from the work site. The assistant SSHO may have other duties on the jobsite.

##### 1.6.1.3 Competent Person for Confined Space Entry

Provide a Competent person for confined space meeting the definition and requirements of EM 385-1-1 who is assigned in writing by the Designated Authority to assess confined spaces and who possesses demonstrated knowledge, skill, and ability to:

a. Identify the structure, location, and designation of confined and permit-required confined spaces where work is done;

- b. Calibrate and use testing equipment including but not limited to, oxygen indicators, combustible gas indicators, carbon monoxide indicators, and carbon dioxide indicators, and to interpret accurately the test results of that equipment;
- c. Perform all required tests and inspections specified in 29 CFR 1910.146 and 29 CFR 1915 Subpart B;
- d. Assess hazardous conditions including atmospheric hazards in confined space and adjacent spaces and specify the necessary protection and precautions to be taken;
- e. Determine ventilation requirements for confined space entries and operations;
- f. Assess hazards associated with hot work in confined and adjacent space and determine fire watch requirements; and,
- g. Maintain records required.

#### 1.6.2 Personnel Duties

##### 1.6.2.1 Site Safety and Health Officer (SSHO)

Failure to perform the following duties will result in dismissal of the superintendent, QC manager, SSHO, and a project work stoppage will go into effect. The project work stoppage will remain in effect pending approval of a suitable replacement. The SSHO shall:

- a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Attach safety inspection logs to the Daily Contractor Quality Control Report.
- b. Conduct mishap investigations and complete required reports. Maintain the OSHA Form 300 and Daily Contractor Quality Control Report for prime and subcontractors.
- c. Maintain applicable safety reference material on the job site.
- d. Attend the pre-construction conference, pre-work meetings including the Contractor Quality Control Preparatory Phase inspection meeting, Initial Phase inspection meetings, Follow-up Phase, additional Preparatory and Initial Phase meetings, and periodic in-progress meetings.
- e. Implement and enforce accepted APPs and AHAs.
- f. Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. Post a list of unresolved safety and health deficiencies on the safety bulletin board.
- g. Ensure subcontractor compliance with safety and health requirements.
- h. Maintain a list of hazardous chemicals on site and their material safety data sheets (MSDS).

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### 1.6.3 Meetings

#### 1.6.3.1 Preconstruction Conference

a. The purpose of the Preconstruction conference is for the Contractor and the Contracting Officer to become acquainted and explain the functions and operating procedures of their respective organizations.

b. Contractor representatives who have a responsibility or significant role in accident prevention on the project shall attend the preconstruction conference. This includes the project superintendent, SSHO, quality control supervisor, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).

c. Discuss the details of the submitted APP to include incorporated plans, programs, procedures, and a listing of anticipated AHAs that will be developed and implemented during the performance of the Contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the Contracting Officer's representative as to which phases will require an analysis. In addition, establish a schedule for the preparation, submittal, review, and acceptance of AHAs to preclude project delays.

d. Deficiencies in the submitted APP will be brought to the attention of the Contractor at the Preconstruction conference, and the Contractor shall revise the plan to correct deficiencies and re-submit it for acceptance. Do not begin work until there is an accepted APP.

#### 1.6.3.2 Safety Meetings

Conduct weekly safety meetings at the project site for all employees as required by EM 385-1-1. The Contracting Officer shall be informed of the meeting in advance and be allowed attendance. Minutes showing Contract title, signatures of attendees, and a list of topics discussed shall be attached to the Daily Contractor Quality Control Report.

#### 1.6.3.3 Work Phase Meetings

Appropriate AHA's shall be discussed during CQC work phase meetings as required in Section 01 45 00.00 25, QUALITY CONTROL.

### 1.7 TRAINING

#### 1.7.1 New Employee Indoctrination

New employees (prime and subcontractor) shall be informed of specific site hazards before they begin work. Documentation of this orientation shall be kept on file at the project site.

#### 1.7.2 Periodic Training

Provide Safety and Health Training in accordance with EM 385-1-1 and the accepted APP. Ensure all required training has been accomplished for all onsite employees.

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### 1.7.3 Activity Hazard Analysis (AHA) Training Plan

Prior to beginning a new phase, training shall be provided to all affected employees to include a review of the AHA to be implemented.

### 1.7.4 HEC Procedures Training

a. Annual Hazardous Energy Control Plan and Procedure training shall be provided to the following designated individuals, as defined in NWP-HECP-01:

- (1) AI - Authorized Individuals
- (2) AP - Affected Persons
- (3) IP - Incidental Persons

b. All costs for this training shall be considered incidental to the work, and therefore, no additional payment will be made. Coordinate with the Project POC, at least one week in advance, to obtain the Government-provided training curriculum, materials, supplies, and necessary links for e-access. A minimum of seven days prior to commencement of work, provide a complete list of all personnel who have successfully completed annual training to the Project POC. Maintain list and document the employee's name and date of training in accordance with NWP-HECP-01.

### 1.7.5 Fall Protection Training Program

Institute a fall protection training program. As part of the Fall Hazard Protection and Prevention Program, provide training for each employee who might be exposed to fall hazards, see paragraph FALL HAZARD PROTECTION AND PREVENTION PROGRAM. Provide training by a Competent person for fall protection shall in accordance with EM 385-1-1, section 21.B. Training and evaluations for fall protection and rescue shall be documented and retained for the current training program per ASSE/SAFE Z359-PKG.

## 1.8 ACCIDENT PREVENTION PLAN (APP)

### 1.8.1 General Information

a. Use a Qualified person to prepare the written site-specific APP. See Appendix Q of EM 385-1-1 for definition of Qualified Person. Prepare the APP in accordance with the format and requirements of EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in EM 385-1-1, Appendix A, entitled Minimum Basic Outline for Accident Prevention Plans. Specific requirements for some of the APP elements are described below:

- (1) The APP shall be job-specific and shall address any unusual or unique aspects of the project or activity for which it is written.
- (2) The APP shall interface with the Contractor's overall safety and health program. Include any portions of the Contractor's overall safety and health program referenced in the APP in the applicable APP element and made site-specific.
- (3) The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the

subcontractors.

(4) Contractors shall inform their subcontractors of the safety provisions under the terms of the Contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.

(5) The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, the designated SSHO.

b. Submit the APP to the Contracting Officer 15 calendar days after Notice to Proceed for acceptance. Work cannot proceed without an accepted APP. The Contracting Officer will review and comment on the Contractor's submitted APP and accept it when it meets the requirements of the Contract provisions.

c. Once accepted by the Contracting Officer, the APP and appendices will be enforced as part of the Contract. Disregarding the provisions of this Contract or the accepted APP will be cause for stoppage of work, at the discretion of the Contracting Officer, until the matter has been rectified.

d. Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO, and quality control manager. Should any severe hazard exposure, i.e. imminent danger, become evident, stop work in the area, secure the area, and develop a plan to remove the exposure and control the hazard. Notify the Contracting Officer, both verbally and in writing, within 24 hours of discovery. In the interim all necessary action shall be taken by the Contractor to restore and maintain safe working conditions in order to safeguard on-site personnel, visitors, the public (as defined by ASSE/SAFE A10.34), and the environment.

e. Copies of the accepted APP shall be maintained at the CO's office and at the work site. Continuously review and amend the APP, as necessary, throughout the life of the Contract. Incorporate unusual or high-hazard activities not identified in the original APP in the plan as they are discovered.

#### 1.8.2 EM 385-1-1 Contents

In addition to the requirements above and those outlined in Appendix A of EM 385-1-1, the following is required:

a. Names and qualifications (resumes including education, training, experience and certifications) of all site safety and health personnel designated to perform work on this project to include the designated site safety and health officer and other Competent and Qualified personnel to be used. The duties of each position shall be specified.

b. Qualifications of Competent and Qualified persons. As a minimum, designate Competent persons and submit qualifications for each of the following major areas: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical and biological agents; personal protective equipment and clothing to include selection, use and



maintenance.

c. Confined Space Entry Plan. Develop a confined space entry plan in accordance with EM 385-1-1, applicable OSHA standards 29 CFR 1910, 29 CFR 1910.146, 29 CFR 1915, and 29 CFR 1926, and any other Federal, State, and local regulatory requirements identified in this Contract. Identify the Qualified person's name and qualifications, training, and experience. Delineate the Qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by Contractor personnel and the coordination with emergency responders. (If there is no confined space work, include a statement that no confined space work exists and none will be created.)

d. Health Hazard Control Program. Designate a Competent and Qualified person to establish and oversee a Health Hazard Control Program in accordance with EM 385-1-1, Section 6. The program shall ensure that employees, on-site Government representatives, and others, are not adversely exposed to chemical, physical, and biological agents and that necessary controls and protective actions are instituted to ensure health.

e. Alcohol and Drug Abuse Plan. Provide description of the on-site prevention program.

f. Training Records and Requirements. List of mandatory training and certifications which are applicable to this project (e.g. explosive actuated tools, confined space entry, fall protection, crane operation, hazardous energy control, vehicle operator, forklift operators, personal protective equipment); list of requirements for periodic retraining/certification; outline requirements for supervisory and employee safety meetings.

g. Fall Protection and Prevention (FP&P) Plan. The plan shall be site specific and address all fall hazards in the work place and during different phases of construction (paragraph entitled FALL HAZARD PROTECTION AND PREVENTION PROGRAM). It shall address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 6 feet. A Competent Person For Fall Protection or a Qualified Person for Fall Protection prepare and sign the plan. See Appendix Q of EM 385-1-1 for definitions of Competent and Qualified Person for Fall Protection. The plan shall include fall protection and prevention systems, equipment and methods employed for every phase of work, responsibilities, self-rescue, rescue and escape equipment and operations, evacuation procedures, training requirements, and monitoring methods. For Horizontal Lifelines, see EM 385-1-1, section 21.H.05.d(6)(b) and Change 2. Revise the Fall Protection and Prevention Plan, reflecting any changes during the course of construction due to changes in personnel, equipment, systems, or work habits. The accepted Fall Protection and Prevention Plan shall be kept and maintained at the job site for the duration of the project.

h. Site Safety and Health Plan. The safety and health aspects prepared in accordance with EM 385-1-1.

## 1.9 ACTIVITY HAZARD ANALYSIS (AHA)

### 1.9.1 General

a. The Activity Hazard Analysis (AHA) format shall be in accordance

with EM 385-1-1. Submit the AHA for review at least 10 calendar days prior to the start of each phase. Format subsequent AHAs as amendments to the APP. The analysis shall be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls. Develop an AHA for every operation involving a type of work presenting hazards not experienced in previous project operations or where a new work crew or subcontractor is to perform work. The analysis shall identify and evaluate hazards and outline the proposed methods and techniques for the safe completion of each phase of work. At a minimum, define activity being performed, sequence of work, specific safety and health hazards anticipated, control measures (to include personal protective equipment) to eliminate or reduce each hazard to acceptable levels, equipment to be used, inspection requirements, training requirements for all involved, and the Competent and Qualified persons in charge of that phase of work. For work with fall hazards, include fall hazards associated with scaffold erection and removal, identify the appropriate fall arrest systems. For work with materials handling equipment, address safeguarding measures related to materials handling equipment. For work requiring excavations, include requirements for safeguarding excavations. For work with commissioning, address safeguarding measures related to commissioning.

b. An activity requiring an AHA shall not proceed until the AHA has been accepted by the Contracting Officer and a meeting has been conducted by the Contractor to discuss its contents with everyone engaged in the activity, including on-site Government representatives. The Contractor shall document meeting attendance at the preparatory, initial, and follow-up phases of quality control inspection.

c. The AHA shall be continuously reviewed and, when appropriate, modified to address changing site conditions or operations.

d. Develop the activity hazard analyses using the project schedule as the basis for the activities performed. Any activities listed on the project schedule will require an AHA. The AHAs will be developed by the Contractor, supplier, or subcontractor and provided to the Prime Contractor for submittal to the Contracting Officer.

#### 1.9.2 Periodic AHA Review and Updating

Review the AHAs periodically (at least monthly) at the Contractor supervisory safety meeting and update when procedures, scheduling, or hazards change. The on-site superintendent, SSHO, and Competent persons used to develop the AHAs, including updates, shall sign and date the AHAs before they are implemented.

#### 1.10 DISPLAY OF SAFETY INFORMATION

Within one calendar day after commencement of on-site work, erect a Safety and Health Bulletin Board at the job site. Where size, duration, or logistics of project do not facilitate a bulletin board, an alternative method, acceptable to the Contracting Officer, that is accessible and includes all mandatory information for employee and visitor review, will be deemed as meeting the requirement for a bulletin board. Include and maintain information on safety bulletin board as required by EM 385-1-1, section 01.A.06. Additional items required to be posted include:

a. Confined space entry permit.

b. Hot work permit.

1.11 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in paragraph entitled REFERENCES. Maintain applicable equipment manufacturer's manuals.

1.12 EMERGENCY MEDICAL TREATMENT

Contractors shall arrange for their own emergency medical treatment. Government has no responsibility to provide emergency medical treatment.

1.13 PROJECT SAFE CLEARANCE PROCEDURE

1.13.1 General

Prior to beginning work, submit a Hazardous Energy Control Plan in accordance with NWP-HECP-01. Ensure that each employee is familiar with and complies with the Lockout/Tagout Safe clearance procedures in EM 385-1-1, ER 385-1-31, and Government-furnished Hazardous Energy Control Program Supplemental Procedures, as practiced by the U.S. Army Corps of Engineers, Portland District, NWP-HECP-01. The Project will be responsible for providing instruction and training, see Paragraph HEC Procedures Training, to personnel that have any involvement with electrical equipment or lines; mechanical equipment; pressure systems; and vessels and lines containing dangerous or hazardous material which can be energized, pressurized, activated, or released remotely or inadvertently. This requirement also applies to any interface of ongoing Project operations. All work requiring a clearance under EM 385-1-1 and Project Specific Safe Clearance Procedures shall be coordinated with the Government at least 24 hours in advance. No work shall proceed until the proper clearances have been obtained from the Government for the work authorized and the Contractor has signed and locked onto the principal authorized clearance. Where the requirements of this specification and referenced documents vary, the most stringent requirements shall apply.

1.13.2 Safe Clearance Procedure System

A safe clearance system is used by Project Personnel to insure continuity of service and safety to personnel and equipment. Any work, service, or delivery performed which requires taking Project operating equipment out of service shall be done only after a formal clearance is obtained through the Project POC. Clearance shall not be violated by Contractor personnel. Any violation of Safe Clearance Procedures will be grounds for removal of the offender(s) from the project. The use of locks and tags is required in the Projects Safe Clearance Procedure for all clearance points that locks can be applied. Where locks cannot be applied, apply Project Clearance Tags. Equipment locks, keys, and a lockbox will be supplied and installed by the Government. The keys to the Government-supplied locks will be placed in the lockbox and locked with a Government lock; the Contractor shall provide keyed lock(s) for this lockbox for Contractor personnel working under Safe Clearance. The use of personal locks for individuals working under Safe Clearance is required by NWP-HECP-01. The Contractor shall provide the necessary personnel locks as there are limited number of guest locks available.

1.14 REPORTS

1.14.1 Accident Notification

Notify the Contracting Officer as soon as practical, but no more than four hours, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents; accidents meeting EM 385-1-1, Section 01.D.02, to include cranes and rigging; or property damage equal to or greater than \$2,000. In conjunction with Section 00700 Contract Clause 52.236-13 Alt I, ACCIDENT PREVENTION - ALTERNATIVE I, and EM 385-1-1 Section 1, paragraph 01.D.05, the Contractor shall report to the Government monthly the total manhours expended at the project site by all employees (supervisory as well as labor) together with those of all subcontractors. The reporting period will start at 12:01 a.m. the first day of each month and end as of midnight on the last day of each month. Reporting shall be made by telephone to the CO and Resident Engineer's office prior to the 5th day of the following month.

1.14.2 Accident Reports

All accidents involving property damage, fires, personal equipment, and all injuries to the public, regardless of degree, shall be reported to the CO and Resident Engineer on ENG Form 3394 and according to the schedule which follows:

a. Investigation and Reporting

(1) Conduct an accident investigation for recordable injuries and illnesses, for Medical Treatment as defined in paragraph DEFINITIONS, property damage accidents resulting in at least \$20,000 in damages, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. Complete the accident report form, ENG Form 3394, and provide the report to the CO within five calendar days of the accident.

(2) Conduct an accident investigation for any crane and rigging accident (including rigging gear accidents) to establish the root cause(s) of the accident, complete ENG Form 3394 and provide the report to the Contracting Officer within five calendar days of the accident. Do not proceed with crane operations until cause is determined and corrective actions have been implemented to the satisfaction of the CO.

(3) The CO and Resident Engineer shall be notified by the most expeditious means available of all fatal and permanent total disability injuries, three or more persons hospitalized, all property damage of \$500,000 or more, and structural damage involving a question of structural adequacy. All incidents involving disabling injury or an injury which may result in an employee's lost time, or property damage of \$2,000 or more shall be reported to the CO and Resident Engineer by telephone as soon as possible and in all cases within four hours.

(4) In all accidents enumerated in subitem (3), the Contractor shall investigate the circumstances before the scene of the accident is changed, take corrective action, and within 48 hours forward to the CO and Resident Engineer four copies of ENG Form 3394.

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(5) In the event of an accident involving a fatality, permanent total disability, hospitalization of three or more persons, or property damage of \$500,000 or more, the Contractor shall promptly suspend all operations at the scene of the accident and notify the CO and Resident Engineer of the occurrence. The Contractor shall immediately provide for the rescue and/or care of the injured. Except in situations where safety may be compromised, access to the area shall be restricted and the scene left undisturbed until investigated by a Government appointed board of investigation and until the Contractor is authorized to resume operations.

(6) If property damage and injury result from the same accident, the consequence may be noted on the same ENG Form 3394. If more than one person is injured in a single accident, ENG Form 3394 shall be submitted for each person injured. The Resident Office staff will provide the required forms and assist in their preparation immediately upon notification of an accident.

b. Types of Accidents and Reports. For each accident that results in a consequence or combination of the consequences listed below, a complete report on ENG Form 3394 shall be furnished to the CO and Resident Engineer. Please note that these reports cannot be used for any purpose other than accident reporting.

(1) Disabling injury (including death) is an injury that renders a person unable to perform a regularly established job on the day following the injury or on any subsequent day. Known suicide or deaths from natural causes are not reportable.

(2) Damage of \$2,000 or more to the Contractor's property or equipment, including motor vehicles and fire and/or damage to other property caused by the Contractor while executing the Contract.

(3) Accidents occasioned by flood, hurricane, tornado, fire, navigation, wind, ice, etc., and structural failure in excess of \$2,000.

### 1.15 HOT WORK

Submit and obtain a written permit prior to performing "Hot Work" (i.e. welding or cutting, etc.) or operating other flame-producing/spark producing devices, from the CO. Contractors are required to meet all criteria before a permit is issued. In accordance with EM 385-1-1, provide at least two 20 pound 4A:20 BC rated extinguishers for normal "Hot Work". All extinguishers shall be current inspection tagged, approved safety pin, and tamper resistant seal. It is also mandatory to have a designated FIRE WATCH for any "Hot Work" done. The Fire Watch shall be trained in accordance with NFPA 51B and remain on-site for a minimum of 60 minutes after completion of the task or as specified on the hot work permit.

### 1.16 FACILITY OCCUPANCY CLOSURE

Streets, walks, and other facilities occupied and used by the Government shall not be closed or obstructed without written permission from the CO.

### 1.17 SEVERE STORM PLAN

In the event of a severe storm warning, the Contractor shall:

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- a. Secure outside equipment and materials and place materials that could be damaged in protected areas.
- b. Check surrounding area for loose material, equipment, debris, and other objects that could be blown away or against existing work.
- c. Ensure that temporary erosion controls are adequate.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 CONSTRUCTION AND OTHER WORK

3.1.1 General

The Contractor shall comply with EM 385-1-1, NFPA 241, ASME B30.2-26, the APP, the AHA, Federal and/or State OSHA regulations, and other related submittals and activity fire and safety regulations. The most stringent standard shall prevail.

3.2 FALL HAZARD PROTECTION AND PREVENTION PROGRAM

3.2.1 General

The Contractor shall designate a Qualified person to establish, prepare, and sign a fall protection and prevention (FP&P) plan for the protection of all employees exposed to fall hazards in accordance with ASSE/SAFE Z359-PKG and EM 385-1-1. Establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. The plan shall include: company policy, identify responsibilities, qualifications, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment, and rescue and evacuation procedures; and shall be submitted in the APP. Definitions and nomenclature shall be used in accordance with ASSE/SAFE Z359-PKG. The Contractor shall identify Competent/Qualified persons, as required, for fall protection and shall maintain a list of current certificates and completed training courses for each person. Qualified and Competent persons (See EM 385-1-1, Appendix Q) requirements are as follows:

- a. A Qualified person shall have a recognized degree or professional certificate that relates to fall protection and rescue and with extensive knowledge, training, and experience in the fall protection and rescue field and shall be capable of designing, analyzing, evaluating, specifying, inspecting, and assembling fall protection and rescue equipment and systems. The Qualified person shall also have working knowledge of current fall protection regulations and standards, physical sciences, engineering principles, and meet the qualifications of a Competent person.
- b. A Competent person, designated in writing by the Contractor, shall be responsible for the immediate supervision, implementation, and monitoring of the Contractor's managed Fall Hazard Protection and Prevention Program, who through training and knowledge in the fall protection and rescue field, is capable of identifying, evaluating, and addressing existing and potential fall hazards, and who has the authority to take necessary corrective measures. A Competent person

shall complete training at least every two years to stay current with fall protection and rescue educational industry requirements, or when new fall protection systems are used or installed, or new fall hazards are encountered per ASSE/SAFE Z359-PKG. A Qualified person may perform the duties and responsibilities of a Competent person.

### 3.2.2 Fall Protection Equipment and Systems

#### 3.2.2.1 General

Enforce use of the fall protection equipment and systems designated for each specific work activity in the Fall Protection and Prevention Plan and/or AHA at all times when an employee is exposed to a fall hazard. Protect employees from fall hazards as specified in EM 385-1-1, Section 21. In addition to the required fall protection systems, safety skiff, personal floatation devices, and life rings etc., are required when working above or next to water in accordance with EM 385-1-1, paragraphs 05.J. and 05.K and 21.N through 21.N.04. Personal fall arrest systems are required when working from an articulating or extendible boom, swing stages, or suspended platform. Safety requirements for work platforms suspended from cranes or derricks shall comply with ASSE/SAFE A10.28. In addition, personal fall arrest systems are required when operating other equipment such as scissor lifts if the work platform is capable of being positioned outside the wheelbase. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, or travel. Fall protection shall comply with EM 385-1-1, ASSE/SAFE A10.32, and ASSE/SAFE Z359-PKG.

#### 3.2.2.2 Personal Fall Arrest Equipment

Personal fall arrest equipment, systems, subsystems, and components shall meet ASSE/SAFE Z359-PKG. Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest body support device. Body belts may only be used as a positioning device system (for uses such as steel reinforcing assembly and in addition to an approved fall arrest system). Harnesses shall have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Only locking snap hooks and carabiners shall be used. Webbing, straps, and ropes shall be made of synthetic fiber. The maximum free fall distance when using fall arrest equipment shall not exceed 6 feet. The total fall distance and any swinging of the worker (pendulum-like motion) that can occur during a fall shall always be taken into consideration when attaching a person to a fall arrest system.

#### 3.2.3 Existing Anchorage

Existing anchorages, to be used for attachment of personal fall arrest equipment, shall be certified (or re-certified) by a Qualified person for fall protection in accordance with ASSE/SAFE Z359-PKG. Existing horizontal lifeline anchorages shall be certified (or re-certified) by a registered professional engineer with experience in designing horizontal lifeline systems.

#### 3.2.4 Horizontal Lifelines

Design, install, certify, and use under the supervision of a Qualified person horizontal lifelines for fall protection as part of a complete fall arrest system which maintains a safety factor of at least two (EM 385-1-1,

Section 21).

### 3.2.5 Guardrails and Safety Nets

Design, install, and use guardrails and safety nets in accordance with EM 385-1-1.

### 3.2.6 Rescue and Evacuation Procedures

When personal fall arrest systems are used, ensure that the mishap victim can self-rescue or can be rescued promptly should a fall occur. Prepare a Rescue and Evacuation Plan and include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. Include the Rescue and Evacuation Plan within the AHA for the phase of work, in the FP&P Plan, and the APP.

### 3.2.7 Aerial Lift Equipment and Movable Work Platforms

In addition to the guardrail provided, the equipment shall be equipped with anchorages meeting ASSE/SAFE Z359-PKG. A restraint system shall be used in addition to guardrails and the lanyards shall be sufficiently short to prohibit workers from climbing out of, or being ejected from the platform.

### 3.2.8 Safety Monitoring System

The use of a safety monitoring system by itself as a fall protection method is prohibited. Safety monitoring systems may only be used in conjunction with other fall protection systems.

### 3.2.9 Controlled Access Zones

The use of Controlled Access Zones as a fall protection method is prohibited.

## 3.3 SCAFFOLDING

a. Provide employees with a safe means of access to the work area on the scaffold. Climbing of any scaffold braces or supports not specifically designed for access is prohibited. Access to scaffold platforms greater than 20 feet in height shall be accessed by use of a scaffold stair system. Vertical ladders commonly provided by scaffold system manufacturers shall not be used for accessing scaffold platforms greater than 20 feet in height. The use of an adequate gate is required. Ensure that employees are qualified to perform scaffold erection and dismantling. Do not use scaffold without the capability of supporting at least four times the maximum intended load or without appropriate fall protection as delineated in the accepted fall protection and prevention plan. Stationary scaffolds shall be attached to structural building components to safeguard against tipping forward or backward. Special care shall be given to ensure scaffold systems are not overloaded. Side brackets used to extend scaffold platforms on self-supported scaffold systems for the storage of material are prohibited. The first tie-in shall be at the height equal to four times the width of the smallest dimension of the scaffold base. Work platforms shall be placed on mud sills. Scaffold or work platform erectors shall have fall protection during the erection and dismantling of scaffolding or work platforms that are more than 6 feet. Delineate



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fall protection requirements when working above 6 feet or above dangerous operations in the Fall Protection and Prevention (FP&P) Plan and Activity Hazard Analysis (AHA) for the phase of work.

b. Scaffolding shall comply in every respect with EM 385-1-1. Any scaffolding, ladder, stairway, or other access schemes proposed to be used shall be submitted to include type, layout, connections, and product literature. Approved anti-slip surface material shall be installed on scaffolding platforms.

### 3.4 WORK IN CONFINED SPACES

The Contractor shall comply with the requirements in Section 34 of EM 385-1-1, OSHA 29 CFR 1915, OSHA Directive CPL 2.100, and OSHA 29 CFR 1926. Any potential for a hazard in the confined space requires a permit system to be used.

a. Entry Procedures - Prohibit entry into a confined space by personnel for any purpose, including hot work, until the Qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. See EM 385-1-1, Section 34, for entry procedures.) All hazards pertaining to the space shall be reviewed with each employee during review of the AHA.

b. Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements shall be maintained to ensure exposure to any hazardous atmosphere is kept below its' action level.

c. Ensure the use of rescue and retrieval devices in confined spaces greater than 5 feet in depth. Conform to Section 34 of EM 385-1-1.

d. Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.

e. Include training information for employees who will be involved as entrants and attendants for the work. Conform to Section 34 of EM 385-1-1.

f. Post the confined space entry permit in a conspicuous place close to the confined space entrance.

### 3.5 HOUSEKEEPING

#### 3.5.1 Clean-Up

All debris in work areas shall be cleaned up daily or more frequently if necessary. Construction debris may be temporarily located in an approved location; however garbage accumulation shall be removed each day.

#### 3.5.2 Dust control

In addition to the dust control measures required elsewhere in the Contract documents, dry cutting of brick or masonry shall be prohibited. Wet cutting shall address control of water runoff.

-- End of Section --

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SOURCES FOR REFERENCE PUBLICATIONS

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization, (e.g. ASTM B564 Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the standards producing organization should be ordered from the source by title rather than by number.

AMERICAN SOCIETY OF SAFETY ENGINEERS (ASSE/SAFE)  
1800 East Oakton Street  
Des Plaines, IL 60018-2187  
Ph: 847-699-2929  
Fax: 847-768-3434  
E-mail: [customerservice@asse.org](mailto:customerservice@asse.org)  
Internet: <http://www.asse.org>

ASME INTERNATIONAL (ASME)  
Three Park Avenue, M/S 10E  
New York, NY 10016-5990  
Ph: 800-854-7179 or 800-843-2763  
Fax: 212-591-7674  
E-mail: [infocentral@asme.org](mailto:infocentral@asme.org)  
Internet: <http://www.asme.org>

ASTM INTERNATIONAL (ASTM)  
100 Barr Harbor Drive, P.O. Box C700  
West Conshohocken, PA 19428-2959  
Ph: 610-832-9585  
Fax: 610-832-9555  
E-mail: [service@astm.org](mailto:service@astm.org)  
Internet: <http://www.astm.org>

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)  
1 Batterymarch Park  
Quincy, MA 02169-7471  
Ph: 617-770-3000 or 800-344-3555  
Fax: 617-770-0700  
E-mail: [webmaster@nfpa.org](mailto:webmaster@nfpa.org)

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Internet: <http://www.nfpa.org>

U.S. ARMY CORPS OF ENGINEERS (USACE)  
Order CRD-C DOCUMENTS from:  
Headquarters Points of contact  
441 G Street NW  
Washington, DC 20314-1000  
Ph: 202-761-0011  
E-mail: [hq-publicaffairs@usace.army.mil](mailto:hq-publicaffairs@usace.army.mil)  
Internet: <http://www.wes.army.mil/SL/MTC/handbook.htm>  
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Fax: 301-394-0084  
E-mail: [pubs-army@usace.army.mil](mailto:pubs-army@usace.army.mil)  
Internet: <http://www.usace.army.mil/publications>  
or <http://www.hnd.usace.army.mil/techinfo/engpubs.htm>

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QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES

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

ASTM INTERNATIONAL (ASTM)

ASTM C 1077	(2009b) Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
ASTM C 1093	(2009) Standard Practice for Accreditation of Testing Agencies for Masonry
ASTM D 3666	(2009a) Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
ASTM D 3740	(2008) Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(2009) Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00, SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Contractor Quality Control Plan; G

Construction Quality Management for Contractors

The Contractor shall furnish documentation that the Contractor Quality Control System Manager has completed the Corps of Engineers course titled "Construction Quality Management for Contractors."

SD-06 Test Reports

Daily CQC Report

1.3 LABORATORY VALIDATION

For tests performed under this Contract, use a testing laboratory validated by the Corps of Engineers Material Testing Center (MTC). See paragraph entitled TESTS.

1.4 PAYMENT

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

3.1.1 Quality Control System

Establish and maintain an effective quality control (QC) system in compliance with Contract Clause 52.246-12, INSPECTION OF CONSTRUCTION. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the Contract requirements. The QC system shall cover all construction operations, both onsite and offsite, and be keyed to the proposed construction sequence.

3.1.2 Project Superintendent

Identify an individual, within the onsite work organization, as Project Superintendent. The Project Superintendent shall be a Journeyman with a minimum of five years experience in a verifiable Project Superintendent role on jobs similar to this Contracts. The designated Project Superintendent shall be acceptable to the CO. The Project Superintendent shall be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer (CO) for non-compliance with the quality requirements specified in the Contract. In this context the highest level manager responsible for the overall construction activities at the site, including quality and production is the Project Superintendent. The Project Superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the CO, and shall be responsible for all construction and construction related activities at the site. The Project Superintendent may perform the duties of the QC Manager but shall have no other duties; they may not perform the duties of an equipment operator, flagger, laborer, or any other position. Identify an alternate for the Project Superintendent to serve in the event of the Project Superintendent's absence and/or to cover work performed on additional shift. The requirements for the alternate are the same as the designated Project Superintendent.

3.2 CONTRACTOR QUALITY CONTROL PLAN

Submit no later than 10 days after receipt of Notice to Proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of Contract Clause 52.246-12, INSPECTION OF CONSTRUCTION. The

Government will consider an interim plan for the first five days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work.

### 3.2.1 Content of the CQC Plan

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

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. Include in the staff a CQC System Manager.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function; see paragraph entitled QUALITY CONTROL ORGANIZATION.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the Contract. Letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities shall be issued by the CQC System Manager. Copies of these letters shall be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01 33 00, SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Use laboratory facilities approved by the CO.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. Establish verification procedures that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each Section of the specifications may



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generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

### 3.2.2 Acceptance of CQC Plan

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

### 3.2.3 Notification of Changes

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

## 3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the CO and discuss the Contractor's quality control system. Submit the CQC Plan for review a minimum of 10 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management, and control with the Government's Quality Assurance. Minutes of the meeting will be prepared by the Government and signed by both the Contractor and the CO and will become a part of the Contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

## 3.4 QUALITY CONTROL ORGANIZATION

### 3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure Contract compliance. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly shall be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure Contract compliance. All CQC staff members shall be subject to acceptance by the CO. Promptly complete and furnish all letters, material submittals, shop drawing submittals, schedules, and all other project documentation to the CQC organization. The CQC organization shall maintain these documents and records at the site at all times, except as otherwise acceptable to the CO.

### 3.4.2 CQC System Manager Qualifications

Identify an individual, within the onsite work organization, as CQC System Manager who shall be responsible for writing and executing a complete CQC plan, overall management of CQC, and have the authority to act in all CQC

matters for the Contractor. The CQC System Manager shall be a graduate of construction management with a minimum of five years experience in a verifiable CQC role on jobs similar to this Contract. This CQC System Manager shall be on the site at all times during construction and be employed by the prime Contractor. The CQC System Manager can be the SSHO on this project. The ability of the CQC System Manager to perform multiple duties may be revoked by the CO if the CQC System Manager fails to adequately perform their duties.

#### 3.4.3 Construction Quality Management for Contractors

In addition to the above experience and/or education requirements, the CQC System Manager shall have successfully completed the course entitled "Construction Quality Management For Contractors." This course is periodically offered by the Associated Builders and Constructors, Inc., or Associated General Contractor, Inc. and shall be retaken every five years. The course has been coordinated with the Navy and certificates from the Navy will be accepted. For further information regarding courses in the Portland area contact: Associated General Contractors, Oregon-Columbia Chapter at (503) 682-3363 or <http://www.agc-oregon.org/education-and-training/army-corps-of-engineers/>.

#### 3.4.4 Organizational Changes

Maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, revise the CQC Plan to reflect the changes and submit the changes to the CO for acceptance.

#### 3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall comply with the requirements in Section 01 33 00, SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with Contract requirements.

#### 3.6 CONTROL

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

##### 3.6.1 Preparatory Phase

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

- a. Review each paragraph of applicable specifications, reference codes, and standards. Make available during the preparatory inspection a copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field. Maintain and make available in the field for use by Government personnel until final acceptance of the work.
- b. Review of the Contract drawings.

- c. Check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the Contract.
- f. Physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. Review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. Check to ensure that the portion of the plan for the work to be performed has been accepted by the CO.
- j. Discussion of the initial control phase.
- k. Notify the Government at least 24 hours in advance of beginning the preparatory control phase. Include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The CQC System Manager shall prepare and document the results of the preparatory phase actions by separate minutes, and attach to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet Contract specifications.

### 3.6.2 Initial Phase

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

- a. Check work to ensure that it is in full compliance with Contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full Contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. Notify the Government at least 24 hours in advance of beginning the initial phase. Document separate minutes of this phase, prepared by

the CQC System Manager, and attach to the daily CQC report. Indicate exact location of initial phase for future reference and comparison with follow-up phases.

g. Repeat the initial phase for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

### 3.6.3 Follow-up Phase

Perform daily checks to assure control activities, including control testing, are providing continued compliance with Contract requirements, until completion of the particular feature of work. Record the daily checks in the CQC documentation. Conduct final follow-up checks and correct all deficiencies prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

### 3.6.4 Additional Preparatory and Initial Phases

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

## 3.7 TESTS

### 3.7.1 Testing Procedure

Perform specified or required tests to verify that control measures are adequate to provide a product that conforms to Contract requirements. Report all test results using industry standard forms at the frequency specified in the Contract. Upon request, furnish to the Government duplicate samples of test specimens for QA verification testing by the Government. Procure the services of a Corps of Engineers approved testing laboratory, as described in subparagraph entitled Testing Laboratories, or establish an approved testing laboratory at the project site. Perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with Contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Record results of all tests taken, both passing and failing, on the CQC report for the date taken. Include Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test. If approved by the CO, actual test reports may be submitted later with a reference to the test number and date taken. Provide an information copy of tests performed by an offsite or commercial test facility directly to the CO. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this

Contract.

### 3.7.2 Testing Laboratories

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the Contract specifications and to check the laboratory technician's testing procedures and techniques.

a. Validation. The validation of a testing laboratory is site-specific and cannot be transferred to a facility at a different location. Costs for validation by the Corps of Engineers MTC shall be borne by the laboratory and/or the Contractor. Validation is granted only for the specific testing procedures requested to be validated. The laboratory may select the testing procedures to be validated, except for the Quality Assurance requirements of the applicable ASTM standards listed in this paragraph.

b. Validation Procedures. Validation of a testing laboratory consists of either an inspection or audit, as defined below:

(1) Inspection shall be performed by the MTC to verify compliance with the applicable provisions of ASTM C 1077, ASTM C 1093, ASTM D 3666, ASTM D 3740, and ASTM E 329.

(2) An audit would be performed by the MTC in lieu of an inspection for laboratories holding a current AASHTO accreditation. Inspection by the MTC may be required after auditing if critical testing procedures required in the Contract were not included in the applicable CCRL or AMRL inspections.

c. Validation Schedule. For aggregate, concrete, bituminous materials, soil, rock, riprap, and metal components, the frequency of validation inspections or audits is once every two years. For water quality and sediment testing the validation schedule is every 18 months. When conditions change substantially from the time of the last validation, laboratories shall be re-validated.

d. Validation Process. For information on the validation process and costs contact the MTC at (601) 634-2496 or fax at (601) 634-3242. Procedures for validation, including forms requesting validation may be obtained from the MTC web site at <http://gsl.erdc.usace.army.mil/SL/MTC/>. The Contractor is cautioned that the validation process is lengthy and that it requires immediate action. Keep the CO informed about the validation process as it proceeds in a timely manner.

### 3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

### 3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Portland District contract commercial Laboratory in the District area. Coordination

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for each specific test, exact delivery location, and dates shall be made through the Portland District Resident Office.

### 3.8 COMPLETION INSPECTION

#### 3.8.1 Punch-Out Inspection

The CQC Manager shall conduct an inspection of the work near the end of the work, or any increment of the work established by a time stated in the specifications, or the Contract Clause 52.211-10, COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK. As required by paragraph DOCUMENTATION, prepare and include in the CQC documentation a punch list of items which do not conform to the approved drawings and specifications. Include within the list of deficiencies the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, notify the Government that the facility is ready for the Government Pre-Final inspection.

#### 3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the work is complete. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Correct any items noted on the Pre-Final inspection in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

#### 3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the CO shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the CO based upon results of the Pre-Final inspection. Notify the CO at least 14 days prior to the final acceptance inspection and include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the Contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all Contract work acceptably complete for this inspection will be cause for the CO to bill the Contractor for the Government's additional inspection cost in accordance with Contract Clause 52.246-12, INSPECTION OF CONSTRUCTION.

### 3.9 DOCUMENTATION

Daily CQC Report:

- a. Maintain current records providing factual evidence that required quality control activities and/or tests have been performed. Include in these records the work of subcontractors and suppliers on an acceptable form that includes, as a minimum, the following information:

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- (1) Contractor/subcontractor and their area of responsibility.
- (2) Operating plant/equipment with hours worked, idle, or down for repair.
- (3) Work performed each day, giving location, description, and by whom.
- (4) Test and/or control activities performed with results and references to specifications/drawings requirements. Identify the control phase (Preparatory, Initial, or Follow-up). List of deficiencies noted, along with corrective action.
- (5) Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- (6) Submittals and deliverables reviewed, with Contract reference, by whom, and action taken.
- (7) Offsite surveillance activities, including actions taken.
- (8) Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- (9) Instructions given/received and conflicts in plans and/or specifications.
- (10) Contractor's verification statement.
- (11) Deficiency Tracking System. Maintain a cumulative list of deficiencies identified for the duration of the project. Deficiencies to be listed include those failures, Government oral observations, and Notifications of Noncompliance. Maintain the list at the project site. Submit copies of updated listings to the Government at least every 10 days.

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

### 3.10 NOTIFICATION OF NONCOMPLIANCE

The CO will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of

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notification. If the Contractor fails or refuses to comply promptly, the CO may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall make no part of the time lost due to such stop orders the subject of claim for extension of time or for excess costs or damages.

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PART 3 EXECUTION - NOT USED

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QUALITY CONTROL SYSTEM (QCS)

PART 1 GENERAL

1.1 CONTRACT ADMINISTRATION

1.1.1 General Information

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this Contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the Contract period. The Contractor module, user manuals, updates, and training information can be downloaded from the RMS web site at <http://rmssupport.helpserve.com/>. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the Contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

1.1.2 Correspondence and Electronic Communications

For ease and speed of communications, both the Government and Contractor are required, to the maximum extent feasible, exchange correspondence, and other documents in electronic format. Correspondence, pay requests, and other documents comprising the official Contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents govern in the event of discrepancy with the electronic version.

1.1.3 Other Factors

Particular attention is directed to Section 00700 Contract Clauses 52.236-15, SCHEDULES FOR CONSTRUCTION CONTRACTS, and 52.232-5, PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS; Sections 01 33 00, SUBMITTAL PROCEDURES, and 01 45 00.00 25, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the Contract pricing for the work.

1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction Contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install, and use the latest version of the QCS software from the

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Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on CD-ROM (CD). Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

### 1.3 SYSTEM REQUIREMENTS

The following is the minimum system configuration that the Contractor shall have to run QCS:

#### QCS and QAS System

##### a. Hardware

- (1) IBM-compatible PC with 1000 MHz Pentium or higher processor
- (2) 256+ MB RAM for workstation / 512+ MB RAM for server
- (3) 1 GB hard drive disk space for sole use by the QCS system
- (4) Compact Disk (CD) Reader (CD-R, 8x speed or higher)
- (5) Color monitor (1024x768, 256 colors)
- (6) Mouse or other pointing device
- (7) Windows compatible printer (Laser printer must have 4 MB+ of RAM)
- (8) Connection to the Internet (Minimum 56k BPS)

##### b. Software

- (1) MS Windows 2000 or higher
- (2) QAS-Word Processing software: MS Word 2000 or newer
- (3) Latest version of: Netscape Navigator, Microsoft Internet Explorer, or other browser that supports HTML 4.0 or higher
- (4) Virus protection software that is regularly upgraded with all issued manufacturer's updates
- (5) Electronic mail (E-mail) compatible with MS Outlook

### 1.4 RELATED INFORMATION

#### 1.4.1 QCS User Guide

After Contract award, download instructions for the installation and use of QCS from the Government RMS Internet Website (see paragraph General Information). In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

#### 1.4.2 Quality Control System (QCS) Training

The use of QCS will be briefly discussed with the Contractor's QC System Manager during the mandatory CQM Training course. The QCS training course is periodically offered through the Associated General Contractors (AGC).

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For further information regarding courses in the Portland, Oregon area, contact: Associated General Contractors. Oregon-Columbia Chapter at (503) 682-3363 or <http://www.agc-oregon.org/education-and-training/army-corps-of-engineers/>.

### 1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government will provide the Contractor with basic Contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by using the Government's SFTP repository built into QCS import/export function. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

### 1.6 DATABASE MAINTENANCE

Establish, maintain, and update data in the QCS database throughout the duration of the Contract at the Contractor's site office. Submit data updates to the Government (e.g., daily reports, submittals, RFI's, schedule updates, payment requests, etc.) using the Government's SFTP repository built into QCS export function. If permitted by the Contracting Officer, email or CD-R discs may be used (see paragraph entitled DATA SUBMISSION VIA CD-ROM). The QCS database typically shall include current data on the following items:

#### 1.6.1 Administration

##### 1.6.1.1 Contractor Information

Contain within the database the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, deliver Contractor administrative data in electronic format via E-mail.

##### 1.6.1.2 Subcontractor Information

Contain within the database the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor shall be listed separately for each trade to be performed. Assign each subcontractor/trade a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, deliver subcontractor administrative data in electronic format via E-mail.

##### 1.6.1.3 Correspondence

Identify all Contractor correspondence to the Government with a serial number. Prefix correspondence initiated by the Contractor's site office with "S". Prefix letters initiated by the Contractor's home (main) office with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

##### 1.6.1.4 Equipment

Contain within the database a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

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### 1.6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, Daily CQC Report, QA/QC comments, Submittal Register Status, and Three-Phase Inspection checklists.

### 1.6.1.6 Request For Information (RFI)

Exchange all Requests For Information (RFI) using the Built-in RFI generator and tracker in QCS.

## 1.6.2 Finances

### 1.6.2.1 Pay Activity Data

Include within the database a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total Contract amount, including modifications. Group pay activities by Contract Line Item Number (CLIN); the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

### 1.6.2.2 Payment Requests

Prepare all progress payment requests using QCS. Complete the payment request worksheet, prompt payment certification, and payment invoice in QCS. Update the work completed under the Contract, measured as percent or as specific quantities, at least monthly. After the update, generate a payment request report using QCS. Submit the payment request, prompt payment certification, and payment invoice with supporting data using the Government's SFTP repository built into QCS export function. If permitted by the Contracting Officer, email or a CD-R may be used. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

## 1.6.3 Quality Control (QC)

### 1.6.3.1 General

a. QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other Contractor QC requirements. Maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report.

b. Provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01 45 00.00 25, QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a QCS update reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

### 1.6.3.2 Daily Contractor Quality Control (CQC) Reports

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report

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generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Submit daily CQC Reports as required by Section 01 45 00.00 25, QUALITY CONTROL. Electronically submit reports to the Government within 24 hours after the date covered by the report. In addition, provide the Government a signed, printed copy of the Daily CQC Report.

### 1.6.3.3 Deficiency Tracking

Use QCS to track deficiencies. Deficiencies identified by the Contractor shall be numerically tracked using QC punch list items. Maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. Regularly update the correction status of both QC and QA punch list items.

### 1.6.3.4 QC Requirements

Develop and maintain a complete list of QC testing, transferred and installed property, required structural and life safety special inspections required by the International Code Council (ICC), and user training requirements in QCS. Update all data on these QC requirements as work progresses, and promptly provide this information to the Government via QCS.

### 1.6.3.5 Three-Phase Control Meetings

Maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS and provide documentation per Section 01 45 00.00 25, QUALITY CONTROL.

### 1.6.3.6 Labor and Equipment Hours

Log labor and equipment exposure hours on a daily basis. This data shall be rolled up into a monthly exposure report.

### 1.6.3.7 Accident/Safety Tracking

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 300.

### 1.6.3.8 Features of Work

Include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph entitled Pay Activity Data) shall only be linked to a single feature of work.

### 1.6.3.9 Hazard Analysis

Use QCS to develop a hazard analysis for each feature of work included in the CQC Plan. Address any hazards, or potential hazards, that may be

associated with the work.

#### 1.6.4 Submittal Management

The Government will provide the initial submittal register, ENG Form 4288, SUBMITTAL REGISTER, in electronic format. Thereafter, maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. Use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update shall be produced using QCS. QCS and RMS shall be used to update, store, and exchange submittal registers and transmittals, but shall not be used for storage of actual submittals.

#### 1.6.5 Schedule

Develop a construction schedule consisting of pay activities, in accordance with Section 00700 Contract Clause 52.236-15, SCHEDULES FOR CONSTRUCTION CONTRACTS. Include the updated schedule data with each progress payment request.

#### 1.6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data from RMS.

### 1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. Ensure that sufficient resources are available to maintain the QCS database and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

#### 1.8 DATA SUBMISSION VIA CD-ROM

The Government-preferred method for Contractor's submission of QCS data is by using the Government's SFTP repository built into QCS export function. Other data shall be submitted using E-mail with file attachment(s). For locations where this is not feasible, the CO may permit use of CD-ROM, CD-R discs only, for data transfer. Export data onto CD-Rs using the QCS built-in export function. If used, CD-Rs shall be submitted in accordance with the following:

##### 1.8.1 File Medium

Submit in English two CD-R copies of the required data conforming to industry standards used in the United States.

##### 1.8.2 CD-ROM Labels

Affix a permanent label to each CD-R submitted. Indicate on the label in English, the QCS file name, full Contract number, Contract name, project location, data date, name, and telephone number of person responsible for the data.

##### 1.8.3 File Names

The files will be automatically named by the QCS software. The naming



convention established by the QCS software must not be altered.

1.9 MONTHLY COORDINATION MEETING

a. Update the QCS database each workday. At least monthly, generate and submit an export file to the Government with progress payment request. As required in Section 00700 Contract Clause 52.232-5, PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS, at least one week prior to submittal, meet with the Government representative to review the planned progress payment data submission for errors and omissions.

b. Make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this Specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

-- End of Section --

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SECTION 01 57 20.00 25

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 GENERAL INFORMATION

This Section covers preventing environmental pollution and minimizing environmental degradation during and as a result of construction operations. Other requirements in the Technical Sections may also contain specific requirements for environmental protection. Those specific requirements are in addition to or modify the requirements in this Section. The control of environmental pollution requires consideration of sound levels, air, water, and land resources.

1.2 PUBLICATIONS

1.2.1 Applicable Regulations

Prevent, abate, and control all environmental pollution, and minimize environmental degradation by complying with all applicable Federal, State, and local laws and regulations, as well as specific requirements of this Contract. Where conflicting or duplicate regulations apply, the most stringent requirement shall govern. Comply with the most current version of the following list of environmental regulations where applicable. This list is not inclusive of all environmental laws and regulations with which the Contractor shall comply, but represents those that are most likely to apply to work under this Contract:

a. Clean Air Act

As implemented by regulations including, but not limited to:  
40 CFR 61-94

b. Solid Waste Disposal Act (as amended by the Resource Conservation and Recovery Act)

As implemented by regulations including, but not limited to:  
40 CFR 260, 263-268

c. Comprehensive Environmental Response, Compensation and Liability Act

As implemented by regulations including, but not limited to:  
40 CFR 300, 302, and 310-311

d. Clean Water Act/Federal Water Pollution Control Act

(1) Section 401 as implemented by regulations including, but not limited to: 40 CFR 121 and applicable State regulations

(2) Section 402 as implemented by regulations including, but not limited to: 40 CFR 110-113, 116-117, and 121-131

(3) Section 404 as implemented by regulations including, but not limited to: 33 CFR 320-330, 332, 335-338

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e. Rivers and Harbors Act of 1899, Section 10

As implemented by regulations including, but not limited to:  
33 CFR 320, 322, and 325

f. Marine Protection, Research, and Sanctuaries Act

As implemented by regulations including, but not limited to:  
40 CFR 220-239

g. Emergency Planning and Community Right-to-Know Act

As implemented by regulations including, but not limited to:  
40 CFR 355, 370, and 372

h. Endangered Species Act

As implemented by regulations including, but not limited to:  
50 CFR 10-24

i. Magnuson-Stevens Fishery Conservation and Management Act

As implemented by regulations including, but not limited to:  
50 CFR 600

j. Toxic Substances Control Act

As implemented by regulations including, but not limited to:  
40 CFR 700-799

k. Noise Control Act of 1972

As implemented by regulations including, but not limited to:  
40 CFR Parts 201-209

1.2.2 Referenced Publications and Regulations

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

U.S. Army Corps of Engineers (USACE)

EM 385-1-1	(2008; Errata 1-2010; Changes 1-3 2010; Changes 4-6 2011; Change 7 2012) Safety and Health Requirements Manual
WETLANDS DELINEATION MANUAL	(1987) Corps of Engineers Wetlands Delineation Manual, Technical Report Y-87-1

U.S. National Archives and Records Administration (NARA)

33 CFR 328	Definition of Waters of the United States
40 CFR 112	Oil Pollution Prevention
40 CFR 122.26	Storm Water Discharges (Applicable to State NPDES Programs, see section 123.25)

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49 CFR 171-178	Hazardous Materials Regulations
40 CFR 260	Hazardous Waste Management System: General
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 264	Standards for Owners and Operators of Hazardous Waste Treatment, Storage and Disposal Facilities
40 CFR 279	Standards for the Management of Used Oil
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning and Notification
40 CFR 68	Chemical Accident Prevention Provisions

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following, within 10 days after Notice to Proceed (NTP) and prior to commencing work, as stated in accordance with Sections 01 10 00.00 25, CONTRACT ADMINISTRATION DATA, and 01 33 00, SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Environmental Protection Plan; G

Storm Water Pollution and Prevention Plan; G

1.4 DEFINITIONS

1.4.1 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally, and/or historically.

1.4.2 Environmental Litigation

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

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### 1.4.3 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

### 1.4.4 Contractor Generated Hazardous Waste

Contractor generated hazardous waste means materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of construction. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene etc.), waste thinners, excess paints, excess solvents, waste solvents, and excess pesticides, and contaminated pesticide equipment rinse water.

### 1.4.5 Waters of the United States

All waters which are under the jurisdiction of the Clean Water Act, as defined in 33 CFR 328.

## 1.5 GENERAL REQUIREMENTS

Minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this Contract. Comply with all applicable environmental Federal, State, and local laws and regulations. Any delays resulting from failure to comply with environmental laws and regulations shall be the Contractor's responsibility.

## 1.6 SUBCONTRACTORS

Ensure compliance with this Section by subcontractors.

## 1.7 PAYMENT

No separate payment will be made for work covered under this Section. Payment of fees associated with environmental permits, application, and/or notices obtained by the Contractor, and payment of all fines and fees for violation or non-compliance with Federal, State, Regional and local laws and regulations shall be the Contractor's responsibility. Include all costs associated with this Section in the Contract price.

## 1.8 NONCOMPLIANCE

An order may be issued stopping all or part of the work for failure to comply with the provisions of this Section until corrective action has been taken. No time lost due to such stop orders shall be the subject of a claim for extension of time or for costs or damages unless it is later determined that the Contractor was in compliance.

1.9 ENVIRONMENTAL LITIGATION

If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Government at the request of the Contractor will determine whether the order is due in any part to the acts of omissions of the Contractor or a subcontractor at any tier not required by the terms of this Contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a subcontractor at any tier other than as required by the terms of this Contract, such suspension, delay, or interruption shall be considered as if ordered by the Government in the administration of this Contract under the terms of Section 00700 Contract Clause 52.242-14, SUSPENSION OF WORK. The period of such suspension, delay, or interruption will be considered unreasonable, and an adjustment will be made for any increase in the cost of performance of this Contract (excluding profit) as provided in this clause, subject to the provisions thereof.

1.10 ENVIRONMENTAL PROTECTION PLAN

Prior to commencing construction activities or delivery of materials to the site, submit an Environmental Protection Plan for review and approval by the Contracting Officer (CO). The purpose of the Environmental Protection Plan is to present a comprehensive overview of known or potential environmental issues which the Contractor shall address during construction. Define issues of concern within the Environmental Protection Plan as outlined in this Section. Address each topic at a level of detail commensurate with the environmental issue and required construction task(s). Identify and discuss topics or issues which are not identified in this Section, but which the Contractor considers necessary, after those items formally identified in this Section. Prior to submittal of the Environmental Protection Plan, meet with the CO for the purpose of discussing the implementation of the initial Environmental Protection Plan; possible subsequent additions and revisions to the plan including any reporting requirements; and methods for administration of the Contractor's Environmental Plans. The Environmental Protection Plan shall be current and maintained on site by the Contractor.

1.10.1 Compliance

No requirement in this Section shall relieve the Contractor of any applicable Federal, State, and local environmental protection laws and regulations. During Construction, identify, implement, and submit for approval any additional requirements to be included in the Environmental Protection Plan.

1.10.2 Contents

The environmental protection plan shall include, but not be limited to, the following:

- a. Name(s) and phone numbers of individual(s) within the Contractor's organization responsible for ensuring adherence to the Environmental Protection Plan.
- b. Name(s), phone numbers, and qualifications of individual(s) responsible for manifesting hazardous waste to be removed from the site, if applicable.



c. Name(s), phone numbers, and qualifications of individual(s) responsible for training the Contractor's environmental protection personnel.

d. Description of the Contractor's environmental protection personnel training program.

e. A Storm Water Pollution and Prevention Plan for the United States Environmental Protection Agency (EPA) shall be prepared by the Contractor. Update or modify this plan as necessary to identify the type and location of the erosion and sediment controls to be provided. Implement the storm water pollution prevention measures to prevent sediment from entering streams or water bodies.

f. Include in the Spill Control Plan the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by 40 CFR 68, 40 CFR 112, 40 CFR 302, 40 CFR 355, and/or regulated under State or Local laws and regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:

(1) Name of the individual who shall report any spills or hazardous substance releases and who shall follow up with complete documentation. This individual shall immediately notify the CO and Facility Response Personnel in addition to the legally required Federal, State, and local reporting channels (including the National Response Center (NRC) 1-800-424-8802) if a reportable quantity is released to the environment. The plan shall contain a list of the required reporting channels and telephone numbers.

(2) Name(s) and qualifications of the individual(s) responsible for implementing and supervising the containment and cleanup.

(3) Training requirements for Contractor's personnel and methods of accomplishing the training.

(4) List of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified. For all work in or adjacent to water, a 200-foot-long minimum containment boom, skimming equipment, and an absorbent cleanup kit shall be available at the job-site. Number required and availability shall consider the logistics and time required to begin containment and cleanup of a spill, accessibility, number of remote work areas, number, and location of floating plants on the river, etc. Materials and equipment for other cleanup work shall be tailored to the potential hazards involved.

(5) Names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.

(6) Methods and procedures to be used for expeditious contaminant cleanup.

(7) The 24-hour spill notification telephone numbers including NRC, County, and local police and/or Emergency Response organization as appropriate and required. The plan shall include 24-hour emergency number for the Government Quality Assurance

Representative (GQAR), Project Engineer, and Resident Engineer. For Washington, the Washington Emergency Management Division, appropriate Department of Ecology regional office at website <http://www.ecy.wa.gov/programs/spills/other/reportaspill.htm>. The SW Region for Skamania County shall also be notified.

1.10.3 Appendix

Attach copies of all environmental permits, permit application packages, approvals to construct, notifications, certifications, reports, and termination documents as an appendix.

1.10.4 Sample: Spill Emergency Initial Report Form

Include a hazardous material Spill Emergency Initial Report Form, similar to Attachment A4. Ensure that all of the elements shown on the sample form are provided and submitted within 24 hours of a spill.

1.11 PROTECTION FEATURES

This paragraph supplements Contract Clause 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. Prior to start of any on-site construction activities, the Contractor and the CO shall make a joint condition survey. Immediately following the survey, prepare a brief report including a plan describing the features requiring protection under the provisions of the Contract Clauses, which are not specifically identified on the drawings as environmental features requiring protection along with the condition of trees, shrubs, and grassed areas immediately adjacent to the site of work and adjacent to the Contractor's assigned storage area and access route(s), as applicable. This survey report shall be signed by both the Contractor and the CO upon mutual agreement as to its accuracy and completeness. Protect those environmental features included in the survey report and any indicated on the drawings, regardless of interference which their preservation may cause to the Contractor's work under the Contract.

1.12 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

Any deviations, requested by the Contractor, from the drawings, plans, and specifications which may have an environmental impact will be subject to approval by the CO and may require an extended review, processing, and approval time. The CO reserves the right to disapprove alternate methods, even if they are more cost effective, if the CO determines that the proposed alternate method will have an adverse environmental impact.

1.13 NOTIFICATION

The CO will notify the Contractor in writing of any observed noncompliance with Federal, State, or local environmental laws or regulations, permits, and other elements of the Contractor's Environmental Protection Plan. After receipt of such notice, inform the CO of the proposed corrective action and take such action when approved by the CO. The CO may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or equitable adjustments allowed to the Contractor for any such suspensions. This is in addition to any other actions the CO may take under the Contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

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### PART 2 PRODUCTS - NOT USED

### PART 3 EXECUTION

#### 3.1 ENVIRONMENTAL PERMITS AND COMMITMENTS

##### 3.1.1 General

Obtain all permits and licenses required for this project as stated in Section 00700 Contract Clause 52.236-7, PERMITS AND RESPONSIBILITIES. Provide three copies of each permit or license critical to project control and execution during project construction to the Government. These may include inter-agency coordination agreements and subsequent compliance requirements. Comply with all environmental permits and commitments required by Federal, State, Regional, and local environmental laws and regulations.

#### 3.2 LAND RESOURCES

Confine all activities to areas defined by the Drawings and Specifications. Prior to the beginning of any construction, identify any land resources to be preserved within the work area. Do not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and landforms without approval, except in areas indicated on the Drawings or specified to be cleared. Do not fasten or attach ropes, cables, or guys to any trees for anchorage unless specifically authorized. Provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs. Remove stone, soil, or other materials displaced into uncleared areas.

##### 3.2.1 Work Area Limits

Prior to commencing construction activities, mark the areas that need not be disturbed under this Contract. Mark or fence isolated areas within the general work area which are not to be disturbed. Protect monuments and markers before construction operations commence. Where construction operations are to be conducted during darkness, any markers shall be visible in the dark. Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

#### 3.3 WATER RESOURCES

Monitor all water areas affected by construction activities to prevent pollution of surface and ground water. Do not apply toxic or hazardous chemicals to soil or vegetation unless otherwise indicated. No water courses shall be polluted by or have existing pollution contributed to with any petroleum products, fuels, oils, lubricants, bitumen, sandblast grit, paint chips, calcium chloride, insecticides, herbicides, or other toxic materials harmful to life. Chemical emulsifiers, dispersants, coagulants, or other cleanup compounds shall not be used without prior written approval. Compliance with State water quality standards and conditions of any permits and clearances obtained for the work shall be the Contractor's responsibility.

##### 3.3.1 Washing and Curing Water

Do not allow water used in embankment material processing, aggregate processing, concrete curing, foundation and concrete cleanup, equipment washing, and other waters to enter any water course without prior treatment

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and without approval.

### 3.3.2 Excess Material Deposits

Do not allow deposit of any materials, effluents, trash, garbage, oil, grease, chemicals, or other contaminants in areas adjacent to streams. If any unwanted material is dumped in unauthorized areas, remove the material and restore the area to a condition approximating the adjacent undisturbed area. Excavate, remove, and restore the contaminated ground area as directed.

### 3.4 AIR RESOURCES

Equipment operation, activities, or processes performed shall be in accordance with all Federal and State air emission and performance laws and standards.

#### 3.4.1 Particulates

Control dust particles; aerosols and gaseous by-products from construction activities; and processing and preparation of materials at all times, including weekends, holidays, and hours when work is not in progress. Maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and other work areas within or outside the project boundaries free from particulates which would cause the Federal, State, and local air pollution standards to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, baghouse, scrubbers, electrostatic precipitators, or other methods will be permitted to control particulates in the work area. To be efficient, repeat sprinkling to keep the disturbed area damp at all times. Have the proper equipment available to accomplish these tasks. Perform particulate control as the work proceeds and whenever a particulate nuisance or hazard occurs. Comply with all State and local visibility regulations.

#### 3.4.2 Odors

Control odors from construction activities at all times. The odors shall be in compliance with State regulations and/or local ordinances and shall not constitute a health hazard.

#### 3.4.3 Sound Intrusions

Keep construction activities under surveillance and control to minimize environment damage by noise. Comply with the provisions of the State of Washington rules.

#### 3.4.4 Burning

Burning is prohibited on the Government premises.

### 3.5 CHEMICAL MATERIALS MANAGEMENT AND WASTE DISPOSAL

Dispose of wastes as directed below, unless otherwise specified in other Sections and/or shown on the Drawings:

#### 3.5.1 Solid Wastes

Provide waste receptacles. Place solid wastes (excluding clearing debris)

in Contractor-provided containers which are emptied or removed from the job site on a regular schedule. Conduct handling, storage, and disposal to prevent contamination. Employ segregation measures so that no hazardous or toxic waste will become co-mingled with solid waste. Transport solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal. A Subtitle D Resource Conservation and Recovery Act (RCRA) permitted landfill shall be the minimum acceptable off-site solid waste disposal option. Verify that the selected transporters and disposal facilities have the necessary permits and licenses to operate. Comply with Federal, State, and local laws and regulations pertaining to the use of landfill areas.

### 3.5.2 Chemicals and Chemical Wastes

Dispense chemicals ensuring no spillage to the ground or water. Perform and document periodic inspections of dispensing areas to identify leakage and initiate corrective action. This documentation will be periodically reviewed by the Government. Collect chemical waste in corrosion resistant, compatible containers. Monitor collection drums and remove to a staging or storage area when contents are within 6 inches of the top. Classify, manage, store, and dispose of wastes in accordance with Federal, State, and local laws and regulations.

### 3.5.3 Contractor Generated Hazardous Wastes and Excess Hazardous Materials

Hazardous wastes are defined in 40 CFR 261, or are as defined by applicable State and local regulations. Hazardous materials are defined in 49 CFR 171-178. At a minimum, manage and store hazardous waste in compliance with 40 CFR 262. Take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing. Segregate hazardous waste from other materials and wastes, protect it from the weather by placing it in a safe covered location, and take precautionary measures such as berming or other appropriate measures against accidental spillage. Manage, store, describe, package, label, mark, and placard hazardous waste and hazardous material in accordance with 40 CFR 260, 40 CFR 262, 40 CFR 264, 49 CFR 171-178, State, and local laws and regulations. Immediately report spills of hazardous or toxic materials to the CO. Cleanup and cleanup costs due to spills shall be the Contractor's responsibility. The disposition of Contractor generated hazardous waste and excess hazardous materials shall be the Contractor's responsibility.

### 3.5.4 Disposal of Hazardous Waste

The following shall apply to disposal of any hazardous waste:

- a. Use, or propose for use, materials which may be considered environmentally friendly in that waste from such materials is not regulated as a hazardous waste or is not considered harmful to the environment.
- b. Documentation for analysis, sampling, transportation, and disposal of all hazardous waste generated during this Contract shall be in accordance with 40 CFR parts 260 through 262.
- c. Remove all Contractor hazardous wastes from the project for proper disposal within 30 days of waste generation or at the completion of on-site work. Package, label, and mark all hazardous waste in accordance with 49 CFR 172 and 40 CFR 262. Store all hazardous waste in accordance with 40 CFR 264.

d. Transportation of Contractor hazardous material shall be in accordance with 49 CFR 171-178.

e. Use the Contractors Environmental Protection Agency (EPA) identification number to dispose of all hazardous waste generated by the Contractor and its subcontractors under this Contract. This is construed to mean all hazardous waste the Contractor or subcontractors generate from materials brought on the site for the purpose of performing work under the terms of the Contract.

f. The Government will dispose of all hazardous waste generated from Government-owned facilities on the project. This is construed to mean hazardous wastes generated from the repair, demolition, or removal of any existing materials and buildings from the Government facilities and is not intended to include any wastes generated by the Contractor in the performance of its work.

g. The GQAR will notify the project Environmental Compliance Coordinator (ECC) when Government owned wastes are generated. The project ECC will ensure that the wastes are labeled correctly. The GQAR will notify the project ECC when waste containers are full. The project ECC will then arrange for movement of the waste to a designated Government waste collection area.

h. It is the responsibility of the Contractor to prepare hazardous waste manifests for Contractor generated hazardous waste. The Government will review the Contractor's hazardous waste manifest to ensure the use of the Contractor's own EPA identification number.

i. Recycle hazardous or dangerous waste to the maximum extent possible. Placing hazardous or dangerous waste in a permitted hazardous waste landfill shall be the last resort.

### 3.5.5 Fuel and Lubricants

Conduct storage, fueling, and lubrication of equipment and motor vehicles in a manner that affords the maximum protection against spill and evaporation. Manage and store fuel, lubricants, and oil in accordance with all Federal, State, Regional, and local laws and regulations. Store used lubricants and used oil to be discarded in marked, corrosion-resistant containers and recycle or dispose of in accordance with 40 CFR 279, State, and local laws and regulations. Storage of fuel on the project site is not allowed. Bring fuel to the project site each day that work is performed.

### 3.6 PREVIOUSLY USED EQUIPMENT

Clean all previously used construction equipment prior to bringing it onto the project site. Ensure that the equipment is free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. Consult with the USDA jurisdictional office for additional cleaning requirements.

### 3.7 MAINTENANCE OF POLLUTION FACILITIES

Maintain permanent and temporary pollution control facilities and devices for the duration of the Contract or for that length of time construction activities create the particular pollutant.

3.8 TRAINING OF CONTRACTOR PERSONNEL

Train all Contractor personnel in all phases of environmental protection and pollution control. Conduct environmental protection/pollution control meetings for all Contractor personnel prior to commencing construction activities. Conduct additional meetings for new personnel and when site conditions change. Include in the training and meeting agenda: methods of detecting and avoiding pollution; familiarization with statutory and contractual pollution standards; installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control; anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants; recognition and protection of archaeological sites, artifacts, wetlands, and endangered species and their habitat that are known to be in the area.

3.9 DISCHARGE TO PROJECT DRAINS

No liquids or debris generated by this contract shall be allowed to enter Project floor or storm drains.

3.10 POST CONSTRUCTION CLEANUP

Clean up all areas used for construction in accordance with Contract Clause 52.236-12, CLEANING UP. Unless otherwise instructed in writing by the CO, obliterate all signs of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. Grade, fill, and seed entire disturbed area, unless otherwise indicated.

-- End of Section --

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 78 39.00 25

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- 1.2 REFERENCES
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- 1.4 RECORD DRAWINGS EXECUTION PLAN
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PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

-- End of Section Table of Contents --



SECTION 01 78 39.00 25

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1 GENERAL INFORMATION

This Section covers record drawings complete, as a requirement of the Contract. Record drawings are those which are revised by the Contractor to be used for preliminary and final record drawings submittals showing as-built conditions. Record drawings showing final as-built conditions of the work are defined, but not limited to:

a. Contract Drawings - Drawings created specifically for this Contract and provided to the Contractor upon Award. As-built drawings are copies of Contract drawings that are revised to show additions and changes occurring during construction, eventually becoming final record drawings.

b. Contractor and Shop Drawings - Drawings shall include diagrammatic and design information provided by the Contractor and the Contractor's subcontractors, vendors, or suppliers which meet requirements of and provide additional details of the work required by the Contract.

c. Reference Drawings - Drawings provided to the Contractor upon Award for reference. Reference drawings are listed on the Reference Drawing Index sheet.

1.2 REFERENCES

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

U.S. ARMY CORPS OF ENGINEERS (USACE)

ERDC/ITL TR-09-2

(2009) A/E/C CAD Standard

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00, SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Record Drawings Execution Plan; G

SD-11 Closeout Submittals

Preliminary Record Drawings; G

Final Inspection Drawings; G

Final Record Drawings; G

1.4 RECORD DRAWINGS EXECUTION PLAN

1.4.1 General Requirements

Submit for approval a discussion detailing how the Contract requirements for Record Drawings, as set forth in this Section, will be met. Identify Contractor personnel who shall be responsible for maintaining marked up as-built conditions during the prosecution of the work and identify an authorized Contractor representative who will certify the monthly review in conjunction with periodic progress payments. Identify Contractor personnel who shall be responsible for meeting the the Preliminary Record Drawing submittal requirements at the time of Final Inspection(s), the Final Record Drawings submittal requirements, and describe the process of how these requirements will be met. Include the name and contact information of service providers to the Record Drawings execution process if the requirements will be partially fulfilled by outside firms. The monthly Contractor-certified working as-built drawings will be signed by the CO and the authorized representative of the Contractor and shall then be attached to the periodic progress payment request.

1.4.2 Project Schedule

Time required to accomplish the requirements of this Section shall be included in the Project Schedule.

1.5 WORKING AS-BUILT DRAWINGS

a. During the execution of the work, mark up one full-size paper set of Contract, Reference, and Contractor and Shop Drawings in accordance with this Section and Section 01 33 00 SUBMITTAL PROCEDURES, subparagraph entitled Drawings, to show the current as-constructed conditions. Keep working as-built drawings current on a continuous basis and available on the job site at all times. By means of details and notes, accurately and neatly record changes, as they occur, from the Contract and Reference drawings that are made in the work and additional information uncovered in the course of construction. Mark up the hard copy of the working as-built drawings, including details and notes, with the following colored pencils:

- (1) Deletions - red
- (2) Additions - green
- (3) Special information - blue

b. Working as-built drawings are part of the permanent records of this Contract and will be retained by the Government upon approval. Record drawings shall include, but not be limited to:

- (1) Contract Drawings - Use working as-built Contract drawings, and additional drawings or sketches which may be required to thoroughly describe deviations or additions to the Contract Drawings, to revise the Government-provided Computer-Aided Design (CAD) Contract Drawings.
- (2) Contractor and Shop Drawings - Incorporate working as-built

## Bonneville Dam AFF Improvements

Contractor and Shop Drawing field conditions into the Final Record Drawing Package to ensure the ability to cross-reference between Contract, Reference, and Shop Drawings.

### 1.6 CAD STANDARDS

a. The CAD standards mandated by US Army Corps of Engineers (USACE) and this Contract is ERDC/ITL TR-09-2. ERDC/ITL TR-09-2 is available, under the District CADD Standards, at the following web link: <http://www.nwp.usace.army.mil/About/Standards.aspx>. The web link contains the guides, libraries, and templates that shall be utilized by the Contractor to produce CAD files that are compliant with the CAD standards required in this Contract. The digital support files in this web link are in .dgn format (MicroStation).

b. Computer-Aided Design (CAD) work for this Contract shall be accomplished with personnel that are knowledgeable and experienced with ERDC/ITL TR-09-2. Employ proficient personnel for the creation of CAD files.

c. Additions and corrections to the Contract drawings shall be equal in quality and detail to that of the original drawings. Format, line colors, line weights, line types, lettering, level names, symbols, sheet space, title block, and drawing border shall be the same as that used on the original Contract drawings. The folder structure, CAD file names, and reference file system shall remain the same as the original drawing structure, system, and file naming convention.

### 1.7 PRELIMINARY RECORD DRAWINGS

#### 1.7.1 Requirements

The following requirements relate to all systems provided under this Contract including, but not limited to: connections, distances, and components that interact with one another across an interface. Interfaces can be, but are not limited to: liquid, gaseous, steel, concrete, power transmission systems, transducers, digital signal processing, communications, and electrical. Drawing modifications and revisions shall be in accordance with paragraph CAD STANDARDS. The preliminary and final record drawings shall show, but not be limited to:

a. Civil - Use existing benchmarks to locate subsurface utilities. Show dimensions on the drawings between the benchmarks and the utilities. Locate valves, splice boxes, and similar appurtenances by dimensioning along the utility run from a reference point. Record the minimum depth below the surface of each run. Show dimensions between the benchmarks and nearby existing structures. Correct the grade, elevations, cross section, alignment of roads, earthwork, structures, or utilities if changes were made from Contract drawings. Show the location, topography, subsurface work, invert elevations, ground improvements, and grades of permanent ditches and outlets installed or affected as a part of the Contract.

Location control shall be in survey feet, include northing and easting coordinates in an identified state plane coordinate system, elevations in an identified North American Vertical Datum (NAVD), and include dimensions between existing benchmarks and alignments (i.e. dam axis, navigation lock axis, powerhouse axis, roads, railways, fish ladders), to appropriate locations of the

constructed and installed elements of this Contract.

b. Mechanical - Show interconnectivity between new equipment and existing equipment utilizing the National Standard naming conventions. Create or modify schematic diagrams to clearly show system configuration. Show spatial orientation and layout of new and existing mechanical equipment, including dimensions to adjacent structures and equipment, machinery foundations, associated electrical components, ductwork, and similar mechanical components. Show equipment details such as pump sizes, shaft sizes, motor sizes, type and configuration, corrosion prevention devices, piping, pumps, conduit, and valves.

c. Modifications (include within change order price the cost to change working and final record drawings to reflect modifications).

d. Corrections related to approved RFI's and submittal variances.

e. Corrections resulting from final inspection(s).

#### 1.7.2 Review and Approval

##### 1.7.2.1 Weekly Review

An authorized representative of the Contractor and the Contracting Officer (CO) shall meet on a weekly basis to review the current working as-built drawings for accuracy and completeness. The cover sheet shall be signed and dated by the CO and the authorized Contractor's representative to document and certify the review. Discrepancies noted during the review shall be amended prior to progress payment approval.

##### 1.7.2.2 Final Inspection Drawings

Ten calendar days prior to final acceptance, submit five complete 1/2-size sets of as-built drawing redlines, marked "Draft". Allow a minimum of 15 calendar days, exclusive of mailing time, for Government review and approval. The CO will review final preliminary record drawings for accuracy and completeness and return them to the Contractor for required corrections, changes, additions, and deletions. If changes are required, make such revisions within 10 calendar days, and re-submit five 1/2-size sets to the Government for review and approval.

#### 1.8 FINAL RECORD DRAWINGS

Allow a minimum of 15 calendar days, exclusive of mailing time, for Government review and approval. The CO will review final record drawings for accuracy and completeness and return them to the Contractor for required corrections, changes, additions, and deletions. If revisions are required, make such revisions within 10 calendar days, and re-submit to the Government for review and approval. Paper prints, electronic CAD, and PDF files of the final record drawings and shop drawings submitted will become the property of the Government upon final approval.

##### 1.8.1 Paper Copies

Ten calendar days from acceptance of the preliminary record drawings, submit three complete 1/2-size sets of all final record drawings, in accordance with this Section and Section 01 33 00, SUBMITTAL PROCEDURES, subparagraph Drawings. Amend discrepancies noted during the review and re-submit three complete 1/2-size sets to the Government for review and

approval.

### 1.8.2 Electronic Copies

#### 1.8.2.1 General

Submit final record drawing files in the same format as originally provided by the Government. Electronic copies of existing Contract drawings contained in this Contract will be made available to the Contractor. Use working as-built drawings to revise Government-provided electronic drawings to show as-constructed revisions. Ten calendar days from acceptance of the preliminary record drawings, submit a complete set of final electronic CAD files on permanently labeled CD-ROM, CD-R discs only. Final record drawings shall be in accordance with paragraph CAD STANDARDS. A list of firms capable of performing this work is available on the ACEC of Oregon website at [http://www.acecoregon.org/documents/list\\_of\\_AutoCad-Microstation\\_firms.pdf](http://www.acecoregon.org/documents/list_of_AutoCad-Microstation_firms.pdf). Publish final approved record drawings and shop drawings to Adobe PDF and include in the final record drawing package on CD-R with data organized identically to the complete hard copy package.

#### 1.8.2.2 Drafting Standards

a. General Drafting Standards. The drafting standards used in the provided CAD electronic files shall be in accordance with paragraph CAD STANDARDS. The Government will furnish the cell and font libraries and the standard border for use in preparing the drawings. Upon request, the Government will provide documentation and specific drafting requirements.

b. As-Built Drafting Standards:

(1) A record of revisions shall remain in the title block; revision triangles are to be removed from the rest of the drawings.

(2) Add the final revision notation to the title block of "Record Drawings/As-Built Conditions" or "Revised Record Drawings/As-Built Conditions."

(3) Add as-built block to all drawings with information complete. A sample will be provided.

### 1.9 PAYMENT BASIS FOR AS-BUILT DRAWINGS

#### 1.9.1 Monthly Pay Estimate

As-built marked prints and electronic CAD files will be jointly inspected for accuracy and completeness by the CO and an authorized representative of the Contractor prior to submission of the monthly pay estimate. Failure to keep working as-built drawings maintained on a current basis, in accordance with paragraph PRELIMINARY RECORD DRAWINGS, will be sufficient justification to withhold a percentage of the monthly pay estimate in an amount representing the estimated cost of completing the preliminary record drawings. Approval and acceptance of final record drawings will be accomplished before final payment is made to the Contractor. Moreover, failure to provide complete final record drawings and approved working as-built drawings required in accordance with this Section will result in a final unsatisfactory overall performance rating, despite the nature of all other ratings.

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1.9.2 Payment

No separate payment will be made for compliance with this Section. All costs associated with the requirements of this Section are considered incidental to the work.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

-- End of Section --

# SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION  
Bonneville Dam AFF Improvements

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION REVIEW	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION		APPROVING AUTHORITY				REMARKS		
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE		DATE OF ACTION	MAILED TO CONTR/ DATE RCD FRM APPR AUTH
		01 10 10.00 25	SD-01 Preconstruction Submittals														
			Schedule for Construction	1.4	G												
			Access Agreements and Work Areas	1.13	G												
			Security Procedures	1.14	G												
			Shop Drawings	1.25	G												
		01 33 00	SD-01 Preconstruction Submittals														
			Submittal Register	1.5	G												
			SD-07 Certificates														
			Authorized Shop Drawing Approvers	1.10.1													
		01 35 26.00 25	SD-01 Preconstruction Submittals														
			Activity Hazard Analysis (AHA) Training Plan	1.7.3	G												
			HEC Procedures Training	1.7.4	G												
			Accident Prevention Plan (APP)	1.8	G												
			Activity Hazard Analysis (AHA)	1.9	G												
			Hazardous Energy Control Plan	1.13.1	G												
			Scaffolding	3.3	G												
			SD-06 Test Reports														
			Regulatory Citations, Violations, and Corrective Action	1.4													
			Drug Prevention Program	1.5													
			Accident Reports	1.14.2													
			SD-07 Certificates														
			Confined Space Entry Permit	1.10													

# SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION  
Bonneville Dam AFF Improvements

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION REVIEW	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		APPROVING AUTHORITY					REMARKS		
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		MAILED TO CONTR/ DATE RCD FRM APPR AUTH	
																		(g)
		01 35 26.00 25	Hot Work Permit	1.10														
		01 45 00.00 25	SD-01 Preconstruction Submittals															
			Contractor Quality Control Plan	3.2	G													
			Construction Quality Management for Contractors	3.4.3														
			SD-06 Test Reports															
			Daily CQC Report	3.9														
		01 57 20.00 25	SD-01 Preconstruction Submittals															
			Environmental Protection Plan	1.10	G													
			Storm Water Pollution and Prevention Plan	1.10.2	G													
		01 78 39.00 25	SD-01 Preconstruction Submittals															
			Record Drawings Execution Plan	1.4	G													
			SD-11 Closeout Submittals															
			Preliminary Record Drawings	1.7	G													
			Final Inspection Drawings	1.7.2.2	G													
			Final Record Drawings	1.8	G													



<b>TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE</b>						DATE (YYYYMMDD)	TRANSMITTAL NUMBER		
For use of this form, see ER 415-1-10; the proponent agency is CEMP-CE (Read instructions on the reverse side prior to initiating this form)									
<b>SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS</b> (This section will be initiated by the contractor)									
TO			FROM			CONTRACT NUMBER	CHECK ONE <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL _____		
SPECIFICATION SECTION NUMBER (Cover only one section with each transmittal) _____			PROJECT TITLE AND LOCATION			CHECK ONE: THIS TRANSMITTAL IS FOR <input type="checkbox"/> FIO <input type="checkbox"/> GOVERNMENT APPROVAL			
ITEM NO.	DESCRIPTION OF ITEM SUBMITTED (Type size, model number/etc..)	MFG. OR CONTR. CAT. CURVE DRAWING OR BROCHURE NO. (See instruction no. 8)	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE	VARIATION (See instruction No. 6)	FOR CE USE CODE	
				SPEC. PARA. NO.	DRAWING SHEET. NO.				
a.	b.	c.	d.	e.	f.	g.	h.	i.	
REMARKS		I CERTIFY THAT THE ABOVE SUBMITTED ITEMS HAVE BEEN REVIEWED IN DETAIL AND ARE CORRECT AND IN STRICT CONFORMANCE WITH THE CONTRACT DRAWINGS AND SPECIFICATIONS EXCEPT AS OTHERWISE NOTED.							
		CONTRACTOR NAME			CONTRACTOR SIGNATURE				
<b>SECTION II - APPROVAL ACTION</b>									
ENCLOSURES RETURNED (List by item number)			NAME AND TITLE OF APPROVING AUTHORITY		DATE (YYYYMMDD)	SIGNATURE OF APPROVING AUTHORITY			

### INSTRUCTIONS

1. SECTION I WILL BE INITIATED BY THE CONTRACTOR IN THE REQUIRED NUMBER OF COPIES
2. EACH TRANSMITTAL SHALL BE NUMBERED CONSECUTIVELY IN THE SPACE PROVIDED FOR "TRANSMITTAL NO." THIS NUMBER, IN ADDITION TO THE CONTRACT NUMBER, WILL FORM A SERIAL NUMBER FOR IDENTIFYING EACH SUBMITTAL. FOR NEW SUBMITTALS OR RESUBMITTALS MARK THE APPROPRIATE BOX; ON RESUBMITTALS, INSERT TRANSMITTAL NUMBER OF LAST SUBMISSION AS WELL AS THE NEW SUBMITTAL NUMBER.
3. THE "ITEM NO." WILL BE THE SAME "ITEM NO." AS INDICATED ON ENG FORM 4288-R FOR EACH ENTRY ON THIS FORM.
4. SUBMITTALS REQUIRING EXPEDITIOUS HANDLING WILL BE SUBMITTED ON A SEPARATE FORM.
5. SEPARATE TRANSMITTAL FORM WILL BE USED FOR SUBMITTALS UNDER SEPARATE SECTIONS OF THE SPECIFICATION.S.
6. A CHECK SHALL BE PLACED IN THE "VARIATION" COLUMN WHEN A SUBMITTAL IS NOT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS - ALSO, A WRITTEN STATEMENT TO THAT EFFECT SHALL BE INCLUDED IN THE SPACE PROVIDED FOR "REMARKS".
7. FORM IS SELF TRANSMITTAL, LETTER OF TRANSMITTAL IS NOT REQUIRED.
8. WHEN A SAMPLE OF MATERIAL OR MANUFACTURER'S CERTIFICATE OF COMPLIANCE IS TRANSMITTED, INDICATE "SAMPLE" OR "CERTIFICATE" IN COLUMN c, SECTION I.
9. U.S. ARMY CORPS OF ENGINEERS APPROVING AUTHORITY WILL ASSIGN ACTION CODES AS INDICATED BELOW IN SPACE PROVIDED IN SECTION I, COLUMN i TO EACH ITEM SUBMITTED. IN ADDITION THEY WILL ENSURE ENCLOSURES ARE INDICATED AND ATTACHED TO THE FORM PRIOR TO RETURN TO THE CONTRACTOR. THE CONTRACTOR WILL ASSIGN ACTION CODES AS INDICATED BELOW IN SECTION I, COLUMN g, TO EACH ITEM SUBMITTED.

#### THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- A - APPROVED AS SUBMITTED.
  - B - APPROVED, EXCEPT AS NOTED ON DRAWINGS.
  - C - APPROVED, EXCEPT AS NOTED ON DRAWINGS, REFER TO ATTACHED SHEET RESUBMISSION REQUIRED.
  - D - WILL BE RETURNED BY SEPARATE CORREPENDENCE.
  - E - DISAPPROVED (*See attached*)
  - F - RECEIPT ACKNOWLEDGEED.
  - FX - RECEIPT ACKNOWLEDGED, DOES NOT COMPLY AS NOTED WITH CONTRACT REQUIREMENTS.
  - G - OTHER (*Specify*)
10. APPROVAL OF ITEMS DOES NOT RELIEVE THE CONTRACTOR FROM COMPLYING WITH ALL REQUIREMENTS OF THE CONTRACT PLANS AND SPECIFICATIONS.

**SPILL EMERGENCY - INITIAL REPORT FORM**

**1. Reporting Name:** \_\_\_\_\_ **Responsible Party:** \_\_\_\_\_

**2. Location of Spill (include County, Nearest Town, County, Township, Range, Rivermile)**

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**3. Spill Description (time & date spilled, material involved, quantity)**

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**4. Environmental Impacts: Air? Surface Water? Groundwater? Fish? Wildlife?**

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**5. Reporting**

**Tracking No.**

**Date/Time**

**POC**

National Response Center: \_\_\_\_\_

Oregon Emergency Response System: \_\_\_\_\_

Washington Emergency Management: \_\_\_\_\_

**6. Incident Action Plan: Strategic Goals (what to do) and Tactical Objectives (who & how)**

**Strategic Goals**

**Tactical Objectives**

a. Perform Hazard Assessment \_\_\_\_\_

b. Establish Site Security \_\_\_\_\_

c. Establish Incident Command \_\_\_\_\_

d. Evacuate Injured or Exposed \_\_\_\_\_

e. Contain the Spill \_\_\_\_\_

f. Control the Spill \_\_\_\_\_

g. Initiate Cleanup \_\_\_\_\_

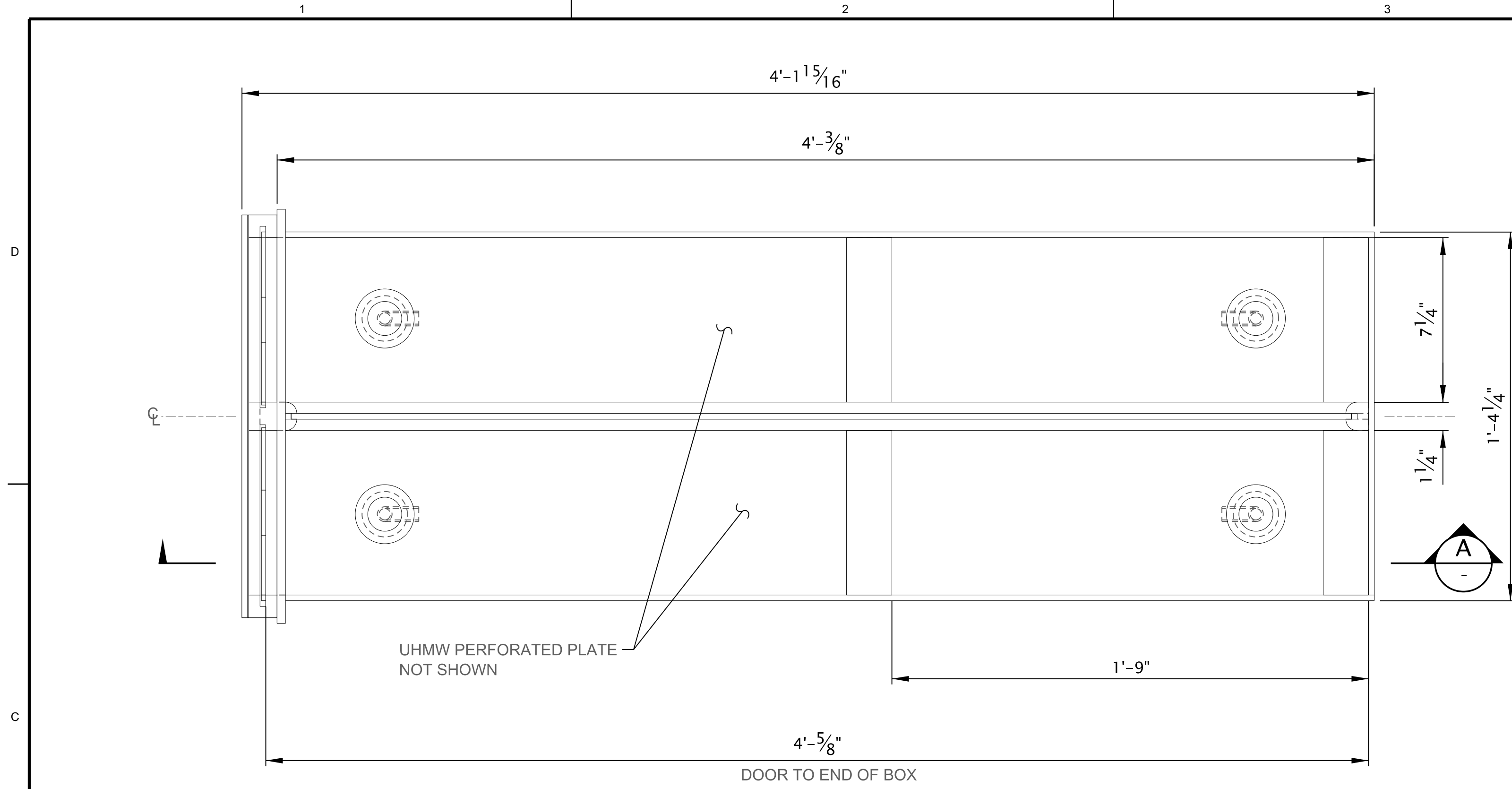


DATE	DESCRIPTION	MARK	APPR.

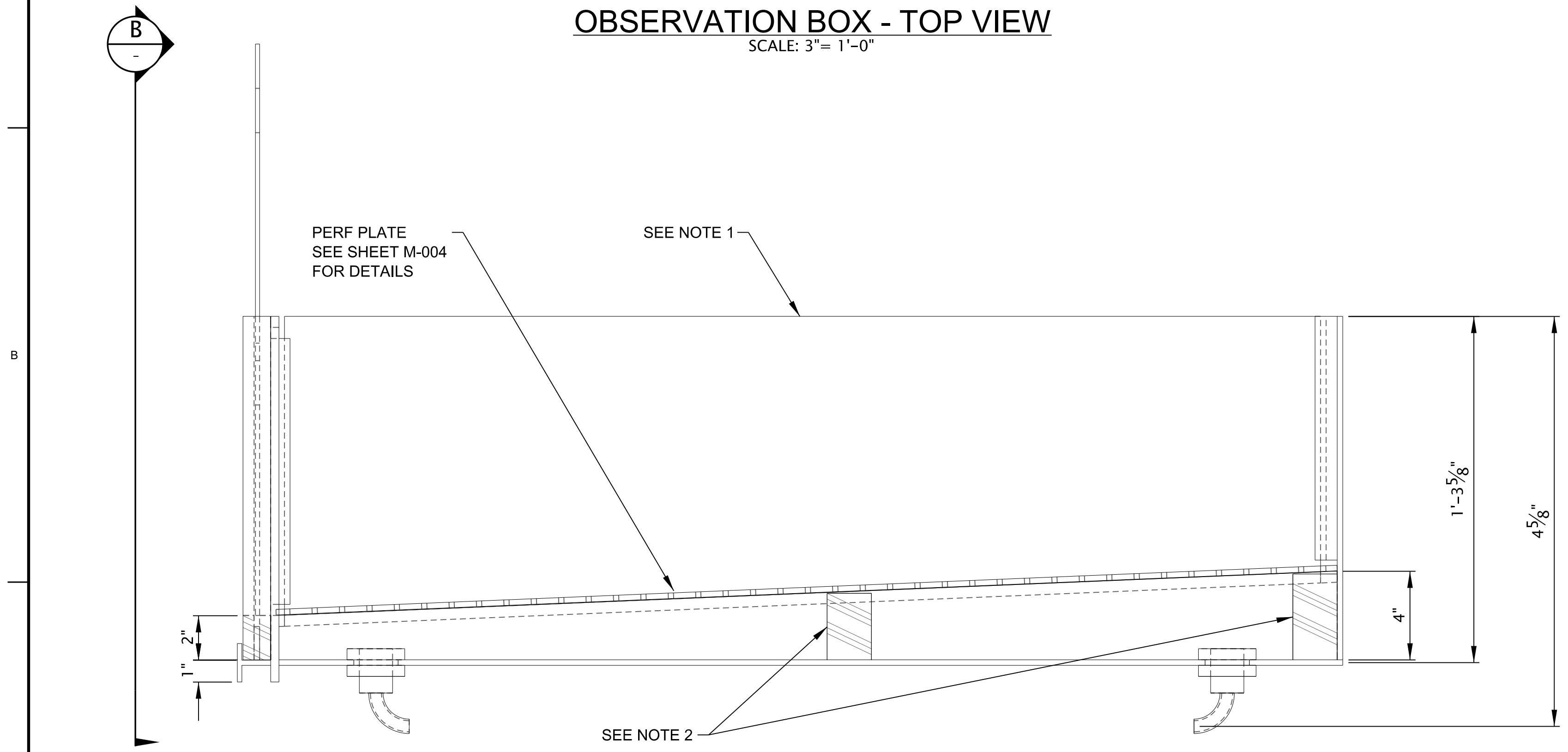
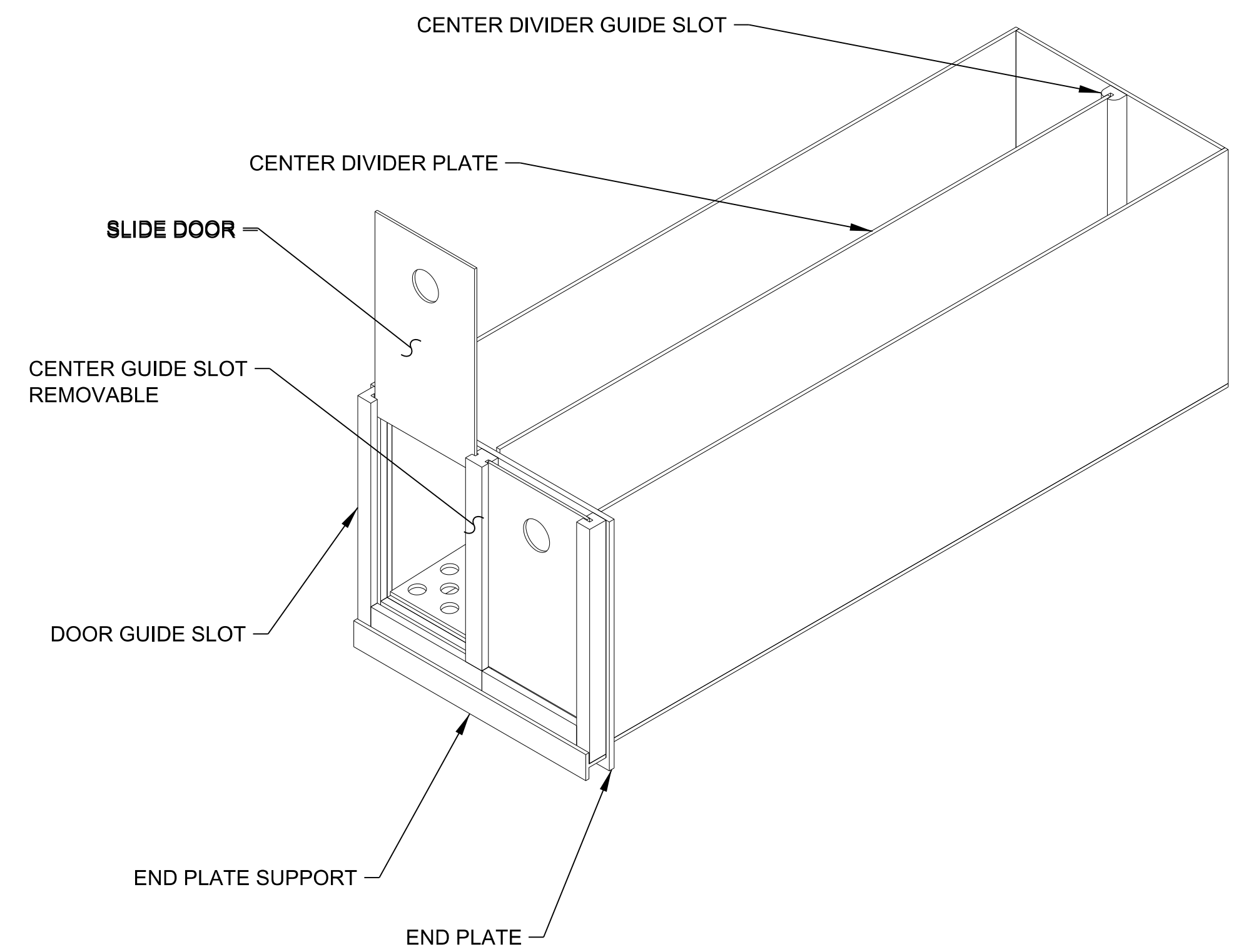
DESIGNED BY: P.E. GREGG	DATE: 12/21/2012
DRAWN BY: GREGG	SOLICITATION NO.:
CHECKED BY: GREGG	CONTRACT NO.:
DESIGNED BY: GREGG	W9127N-13-Q-006
DESIGNED BY: GREGG	DRAWING NUMBER:
DESIGNED BY: GREGG	1:1
DESIGNED BY: GREGG	FILE NAME:
DESIGNED BY: GREGG	BDPT.107.M-002.dgn
DESIGNED BY: GREGG	ANSI D

BONNEVILLE LOCK AND DAM  
ADULT FISH FACILITY  
IMPROVEMENTS  
OBSERVATION BOX

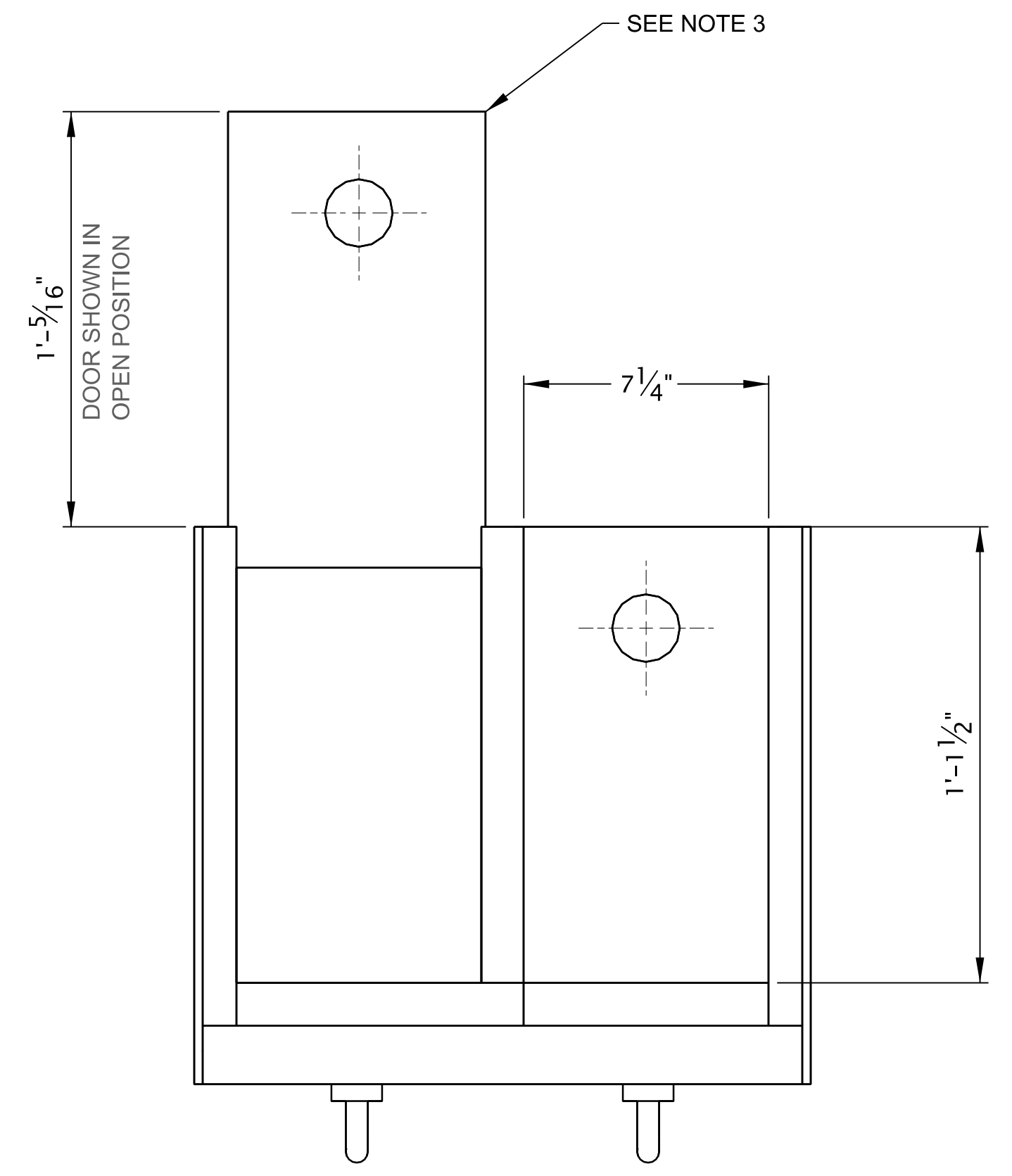
SHEET IDENTIFICATION  
**M-002**  
SHEET 2 OF 5



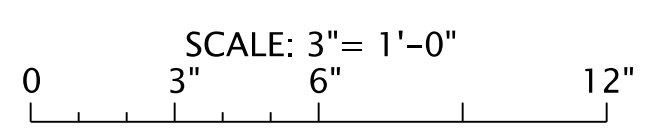
**OBSERVATION BOX - TOP VIEW**  
SCALE: 3" = 1'-0"



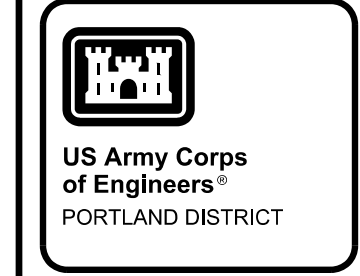
**A SECTION**  
SCALE: 3" = 1'-0"



**B SECTION**  
SCALE: 3" = 1'-0"



- NOTES:
1. BOXES FABRICATED FROM 1/4 INCH ALUMINUM
  2. ALL GUIDES AND INTERNAL SUPPORTS FABRICATED FROM UHMW
  3. DOORS AND CENTER DIVIDER ARE 3/16 UHMW

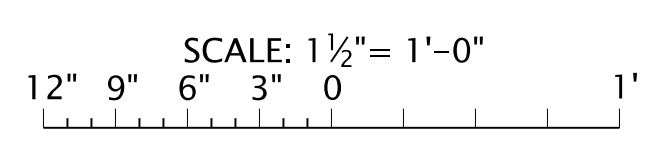
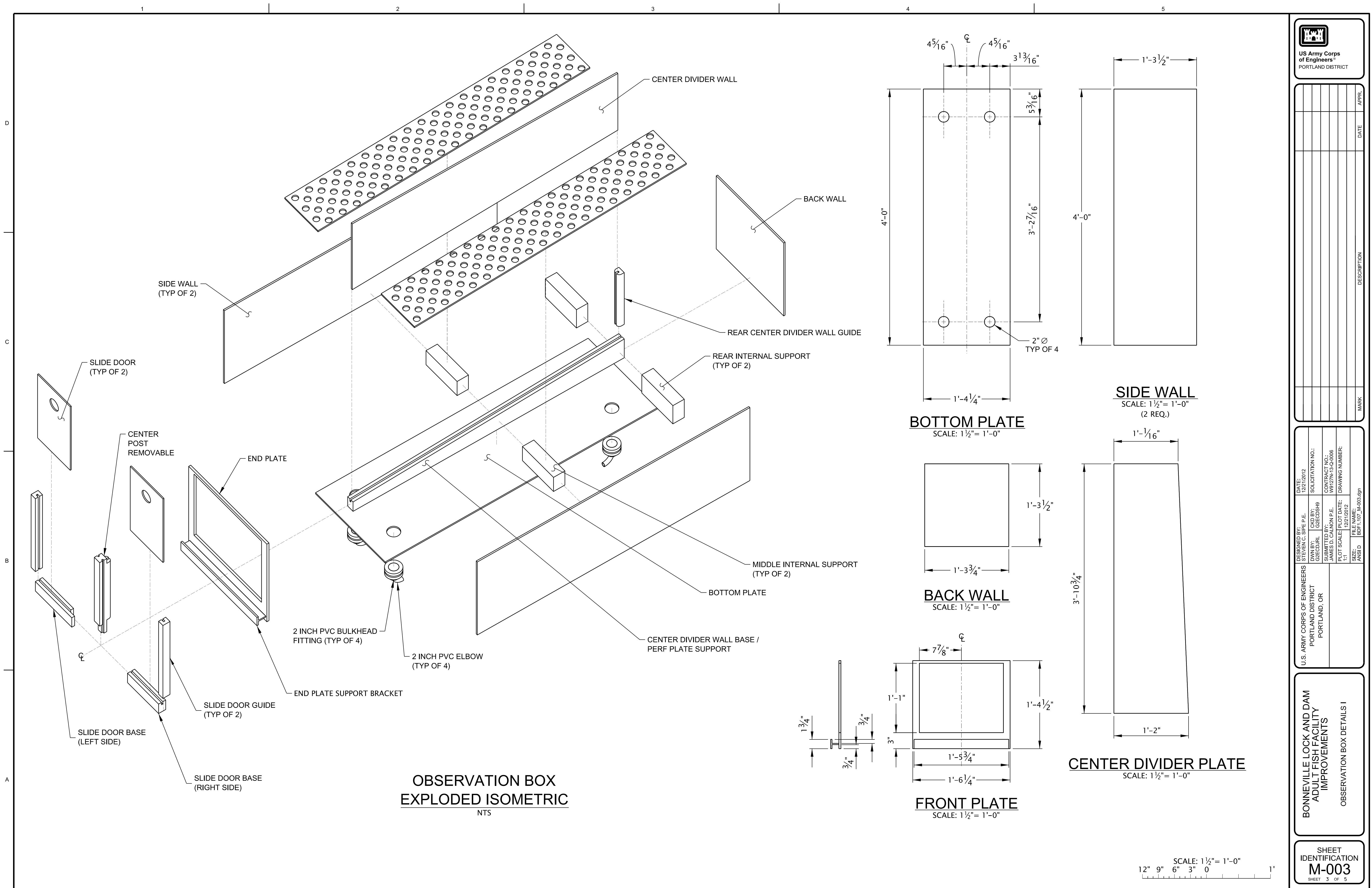


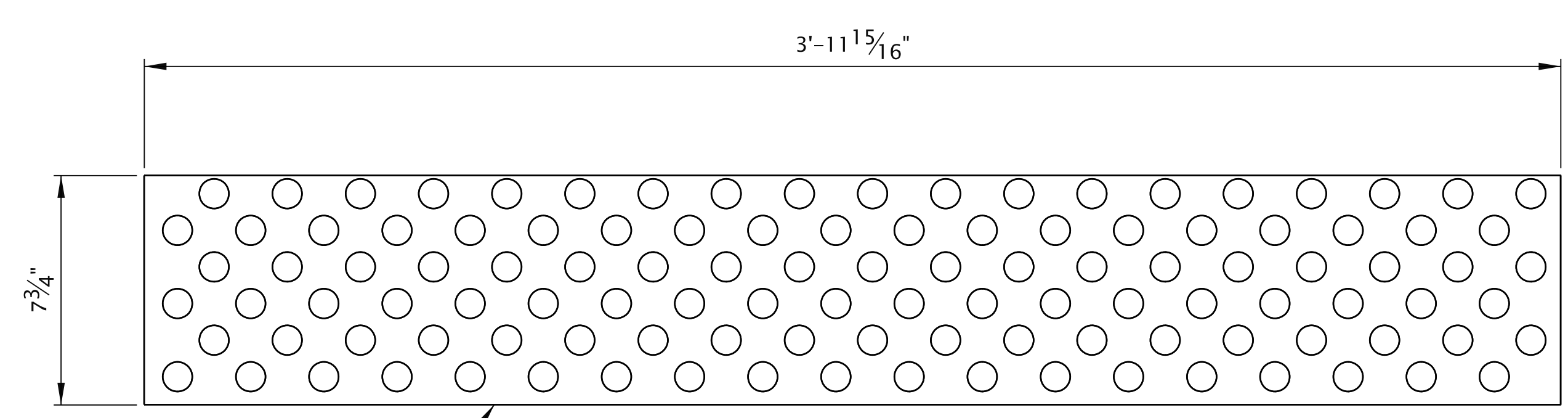
DATE	APPR.
DESCRIPTION	MARK

DATE: 12/12/2012	SOLICITATION NO.:
DESIGNED BY: P.E. GEORGE H. GREGG	CONTRACT NO.: W9127N-13-Q-0006
DRAWN BY: GREGG, G.	DRAWING NUMBER:
SUBMITTED BY: JAMES D. CALNON P.E.	FILE NAME: BDF1107_M-003.dgn
PLOT DATE: 12/21/2012	ANSI D

U.S. ARMY CORPS OF ENGINEERS PORTLAND DISTRICT PORTLAND, OR	BONNEVILLE LOCK AND DAM ADULT FISH FACILITY IMPROVEMENTS OBSERVATION BOX DETAILS 1
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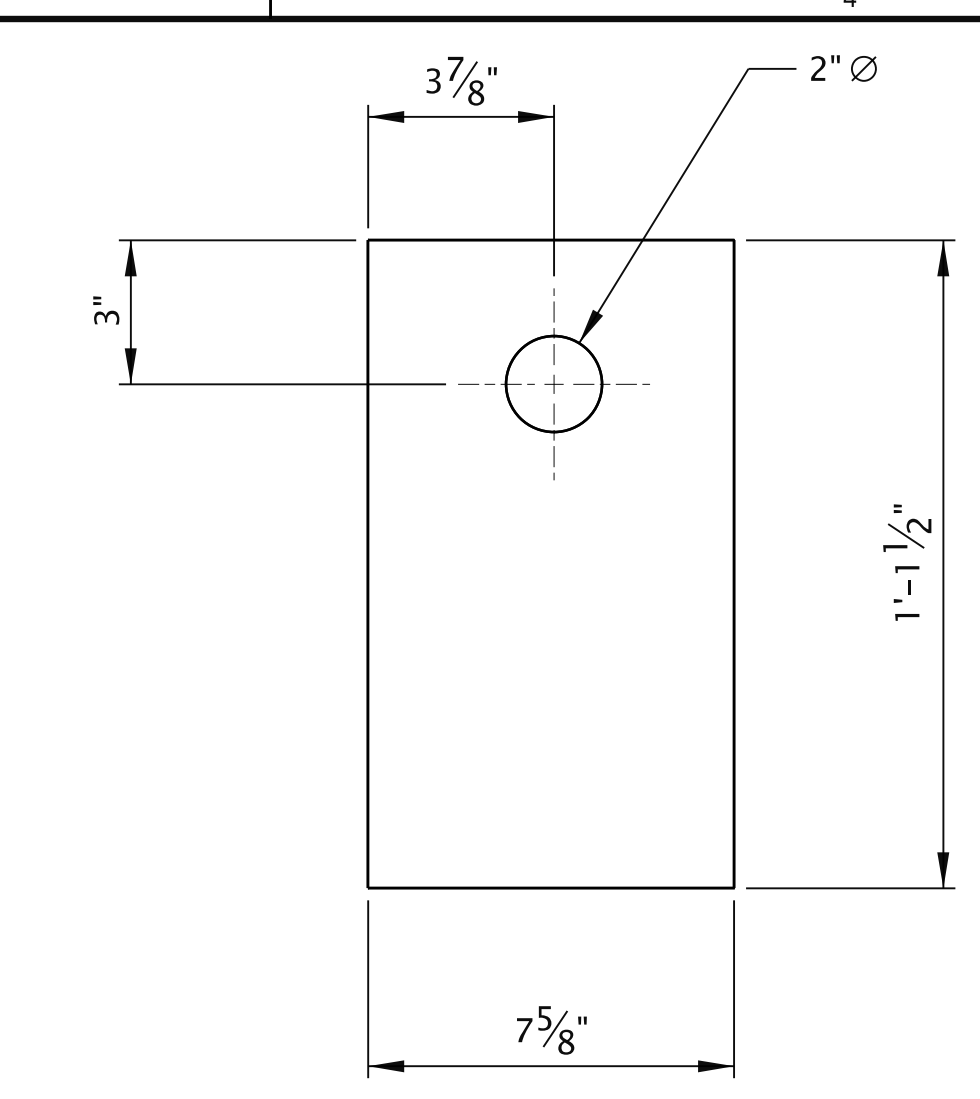
SHEET IDENTIFICATION  
**M-003**  
SHEET 3 OF 5



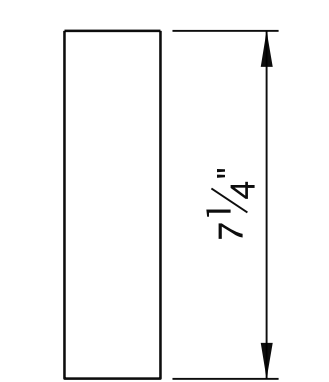


PERF PLATE 1/4 INCH UHMW  
1/4 INCH STAGGERED HOLE  
MINIMUM 50% OPEN AREA

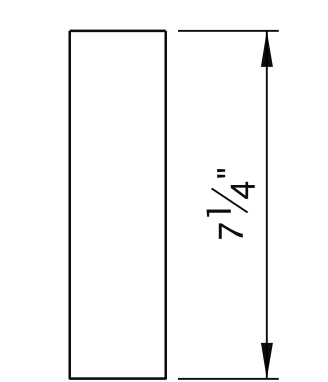
**UHMW PERFORATED PLATE**  
SCALE: 3" = 1'-0"  
(2 REQ.)  
MIRRORED ABOUT CENTERLINE



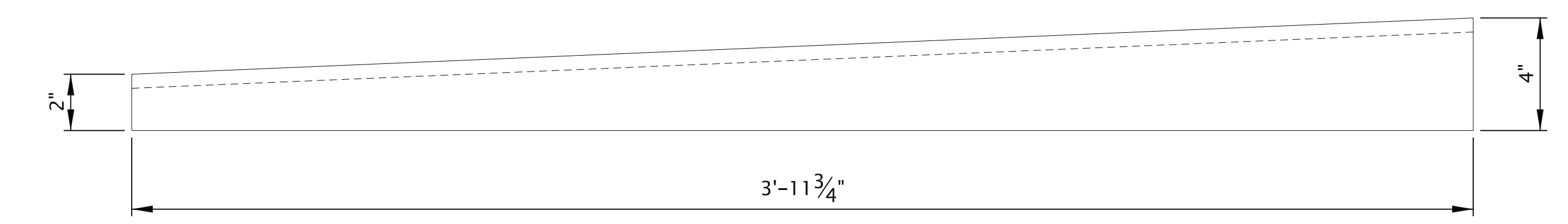
**SLIDE DOOR**  
SCALE: 3" = 1'-0"  
(2 REQ.)



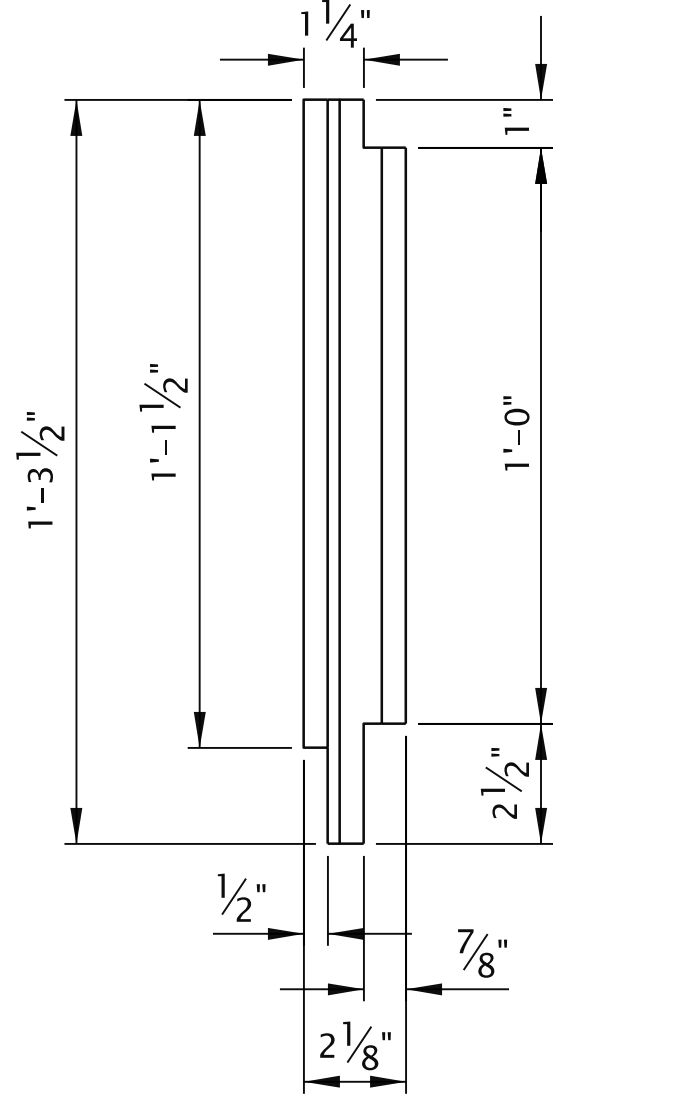
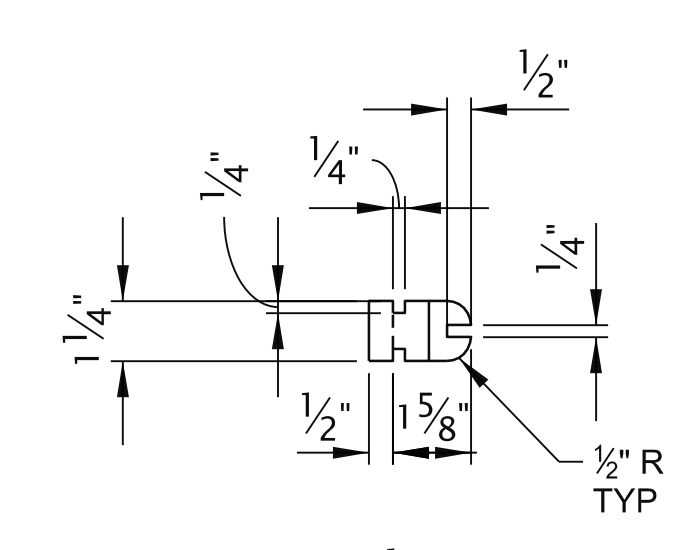
**MIDDLE INTERNAL SUPPORT**  
SCALE: 3" = 1'-0"  
(2 REQ.)



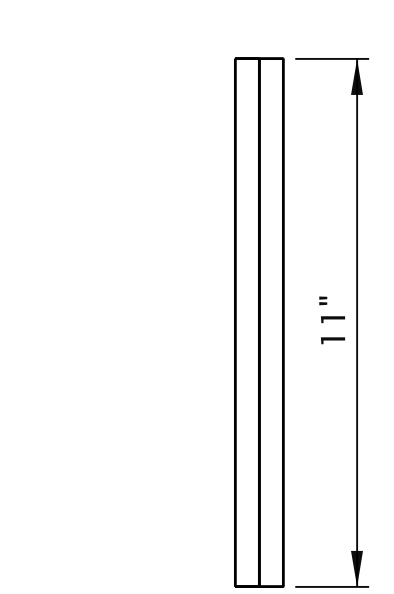
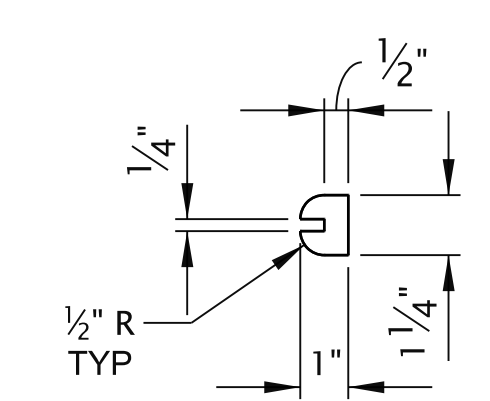
**REAR INTERNAL SUPPORT**  
SCALE: 3" = 1'-0"  
(2 REQ.)



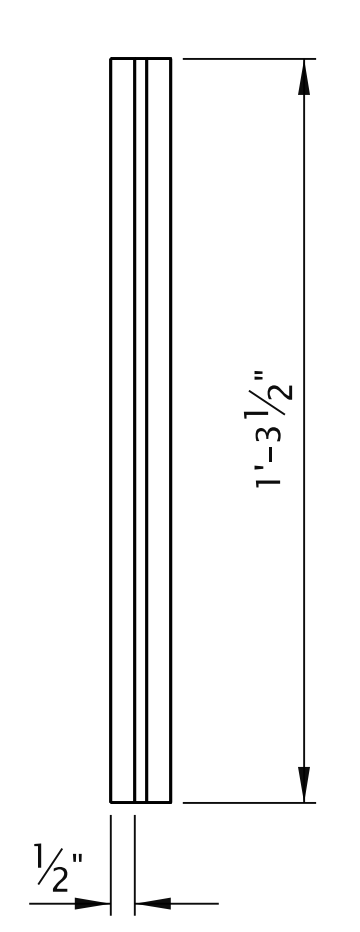
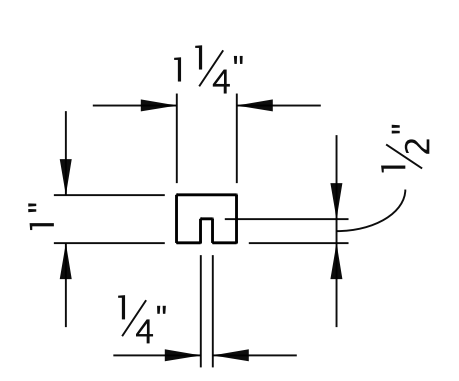
**CENTER DIVIDER WALL BASE / PERF PLATE SUPPORT**  
SCALE: 3" = 1'-0"



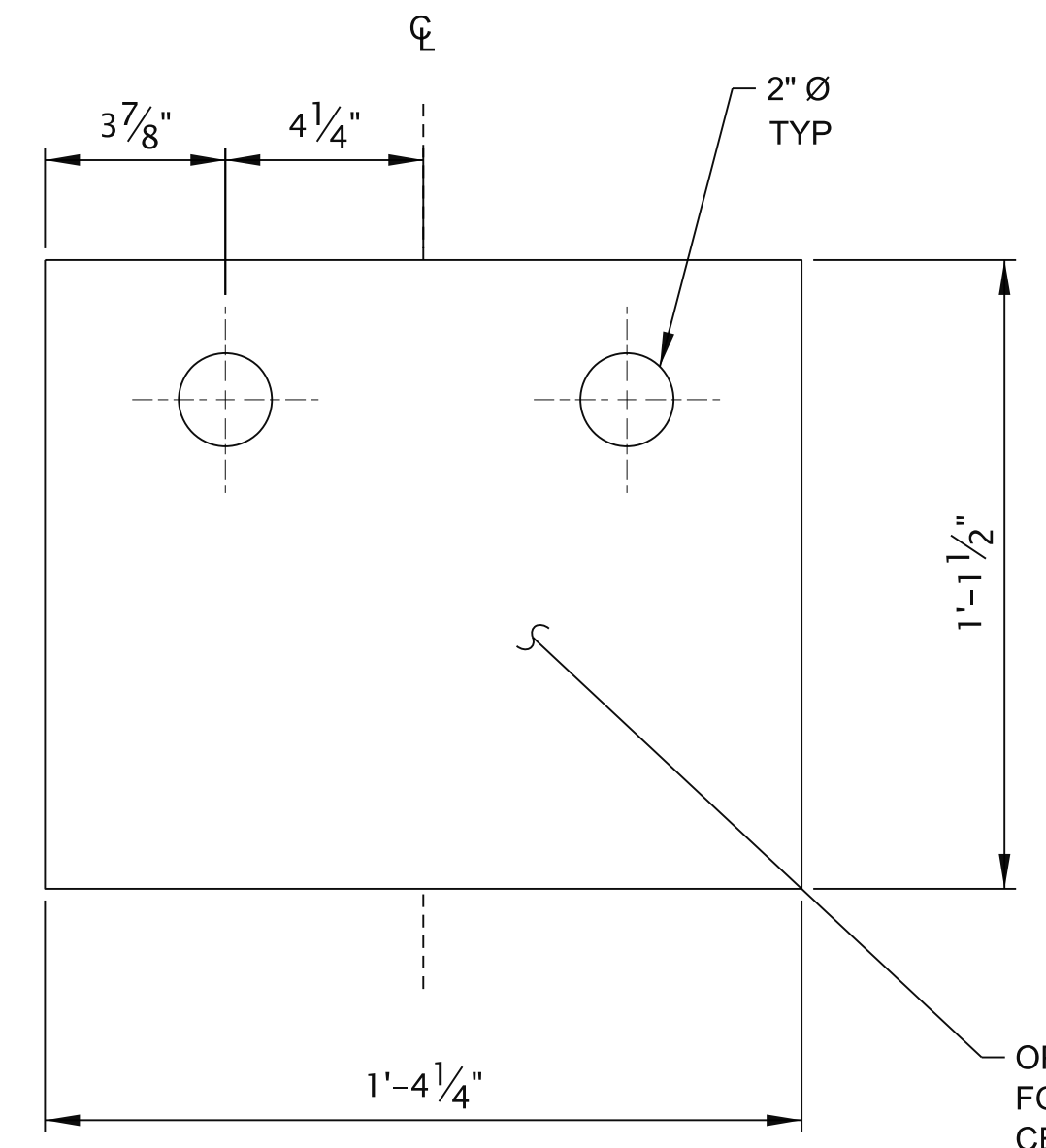
**FRONT CENTER DIVIDER WALL AND DOOR SLOT GUIDE**  
SCALE: 3" = 1'-0"



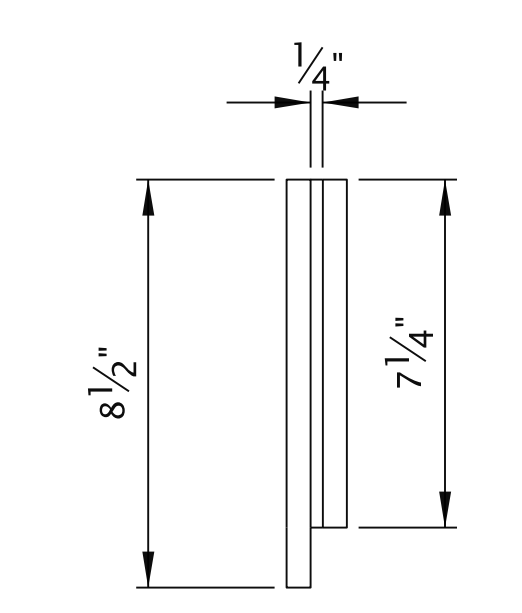
**REAR CENTER DIVIDER WALL GUIDE**  
SCALE: 3" = 1'-0"



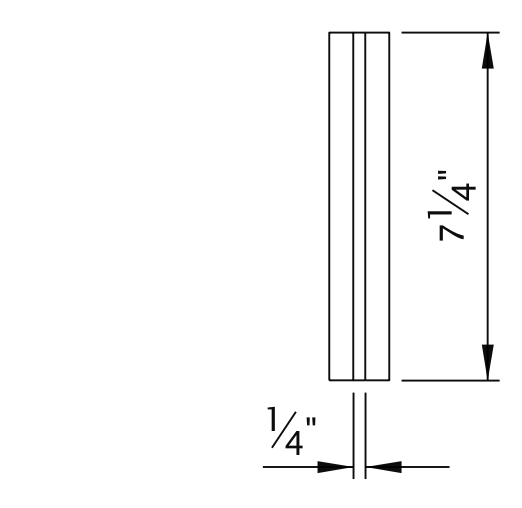
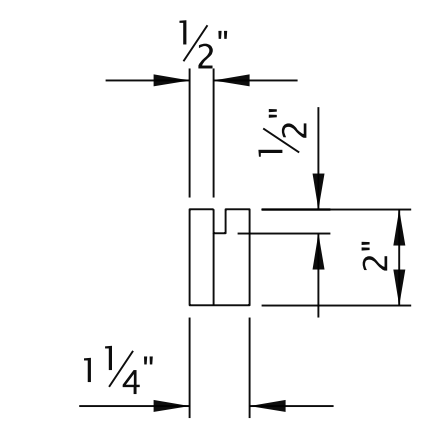
**SLIDE DOOR GUIDE**  
SCALE: 3" = 1'-0"  
(2 REQ.)



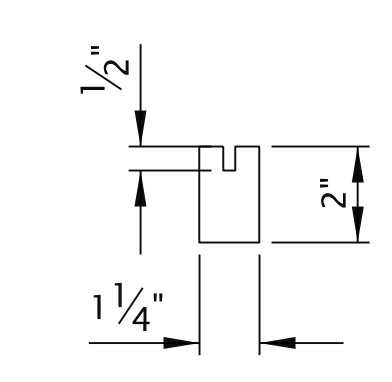
**OPTIONAL SLIDE DOOR**  
SCALE: 3" = 1'-0"



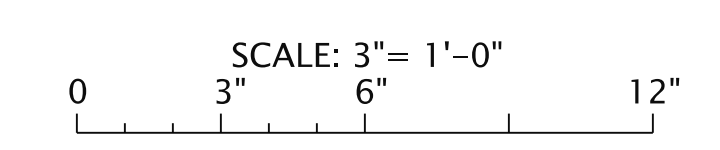
**LEFT SIDE SLIDE DOOR BASE**  
SCALE: 3" = 1'-0"



**RIGHT SIDE SLIDE DOOR BASE**  
SCALE: 3" = 1'-0"



OPTIONAL FULL WIDTH DOOR FOR USE WHEN FRONT CENTER DIVIDER WALL AND DOOR SLOT GUIDE IS REMOVED



NOTES:

- BOXES FABRICATED FROM 1/4 INCH ALUMINUM
- ALL GUIDES AND INTERNAL SUPPORTS FABRICATED FROM UHMW
- DOORS AND CENTER DIVIDER ARE 3/16 UHMW

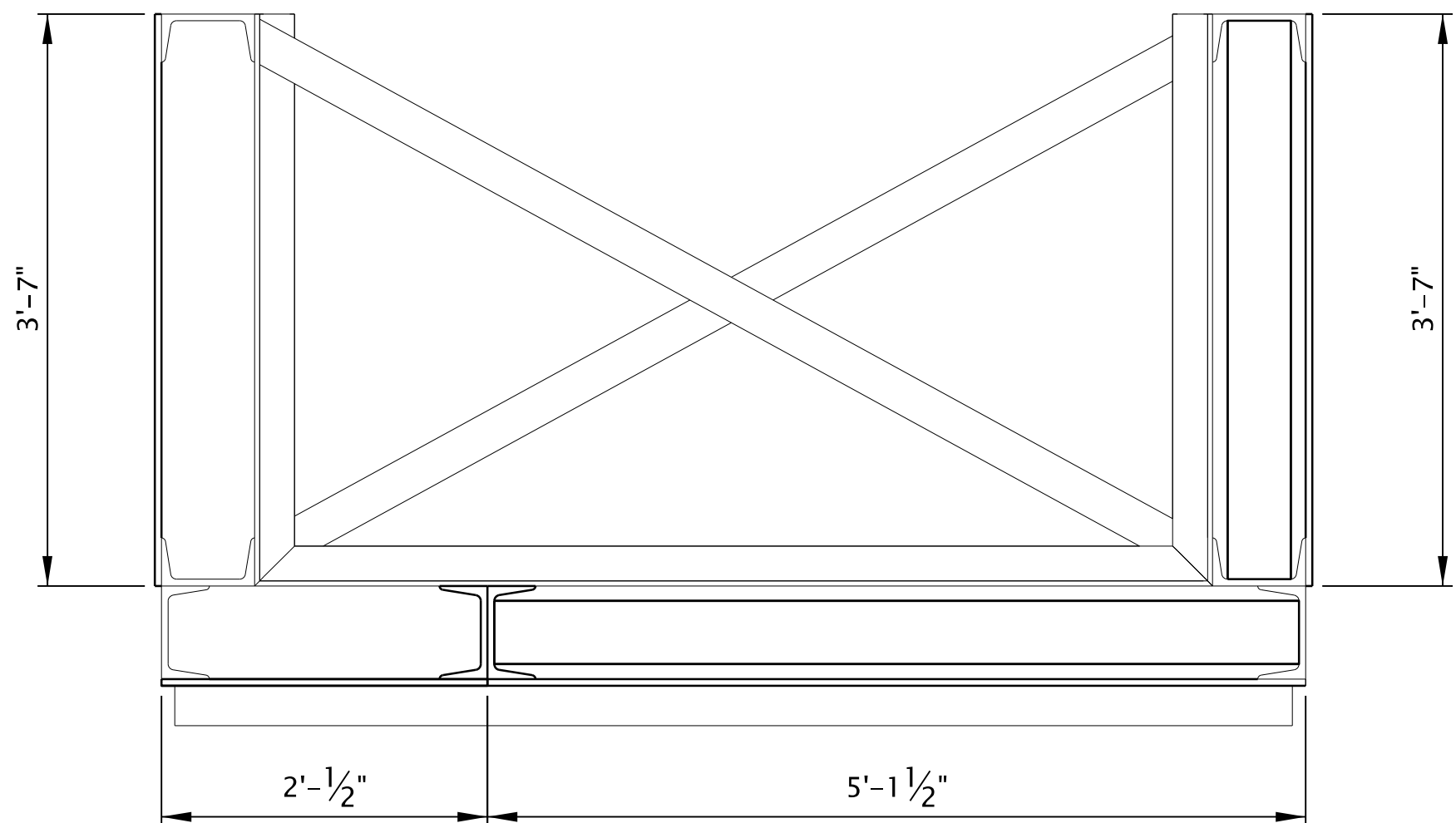


DATE: 5/21/2012	DESIGNED BY: P.E. GREGG	REVIEWED BY: GREGG	DATE: 5/21/2012
SUBMITTED BY: JAMES D. CALNON P.E.	PROJECT NO.: 107-M-004	CONTRACT NO.:	MARK
FILE NAME: BDF1107-M-004.dgn	ANSI D	DESCRIPTION:	APPR.:

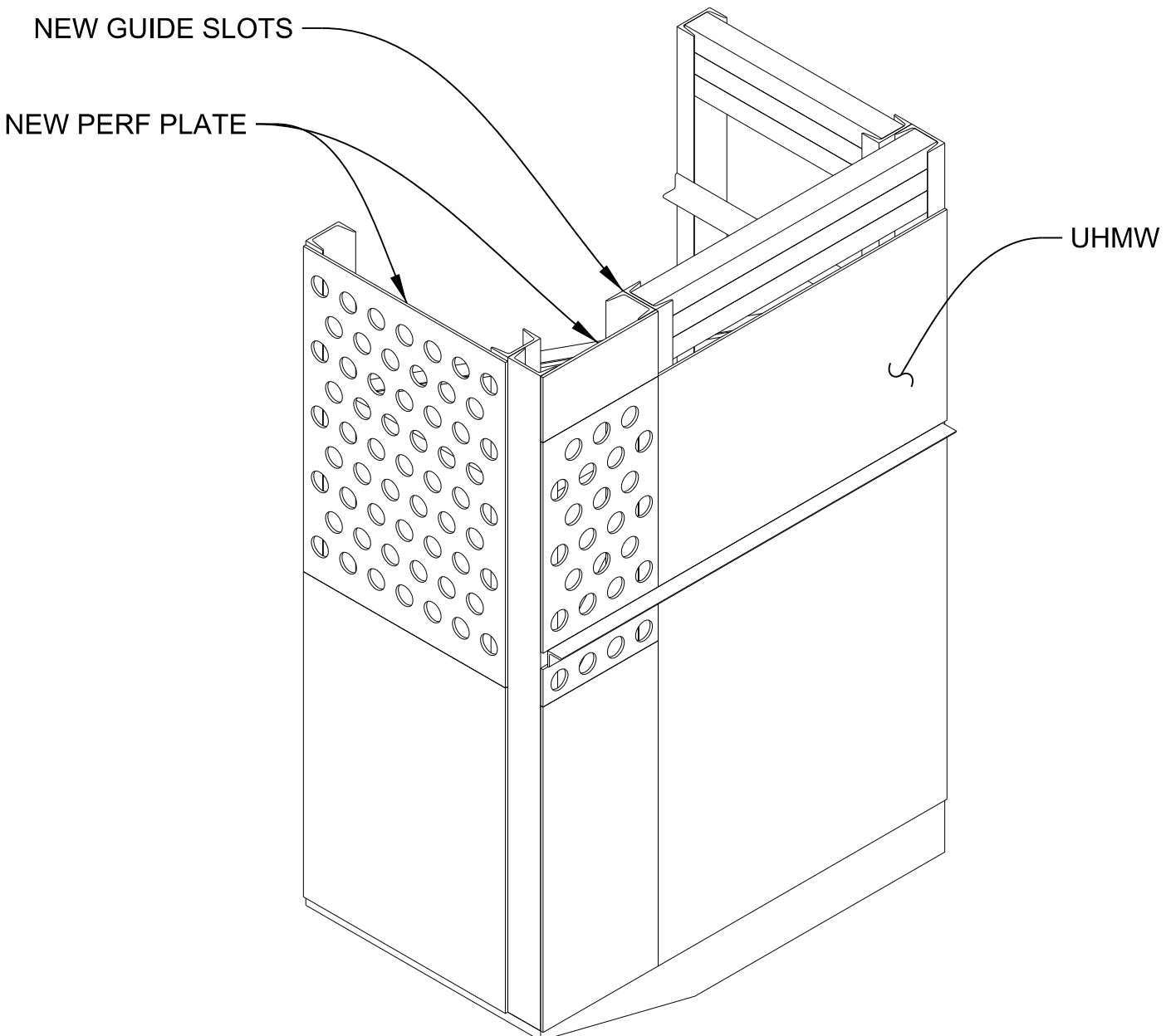
U.S. ARMY CORPS OF ENGINEERS PORTLAND DISTRICT PORTLAND, OR	DESIGNED BY: P.E. GREGG	REVIEWED BY: GREGG	DATE: 5/21/2012
	SUBMITTED BY: JAMES D. CALNON P.E.	PROJECT NO.: 107-M-004	CONTRACT NO.:
	FILE NAME: BDF1107-M-004.dgn	ANSI D	DESCRIPTION:

BONNEVILLE LOCK AND DAM  
ADULT FISH FACILITY  
IMPROVEMENTS  
OBSERVATION BOX DETAILS II

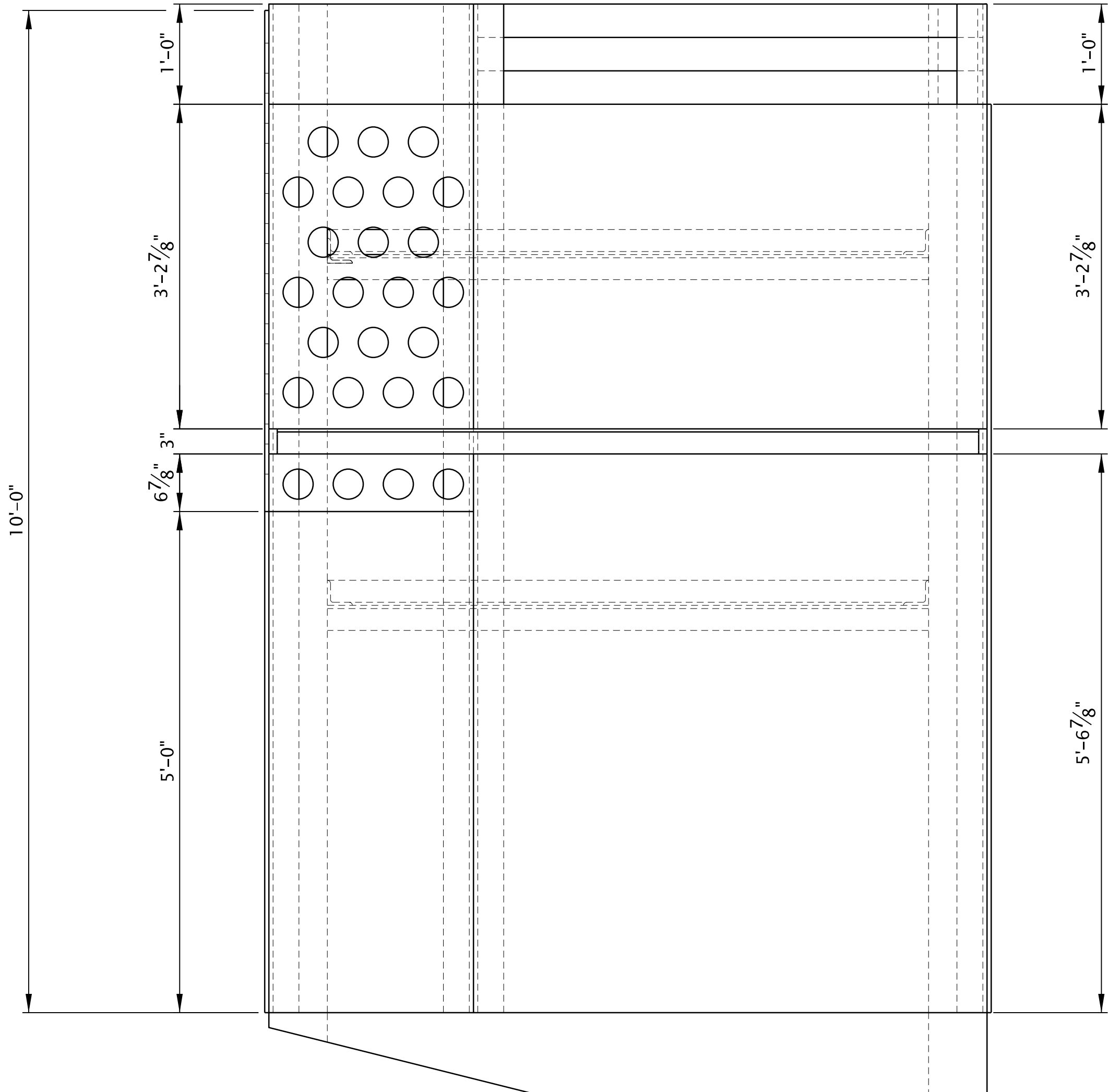
SHEET IDENTIFICATION  
**M-004**  
SHEET 4 OF 5



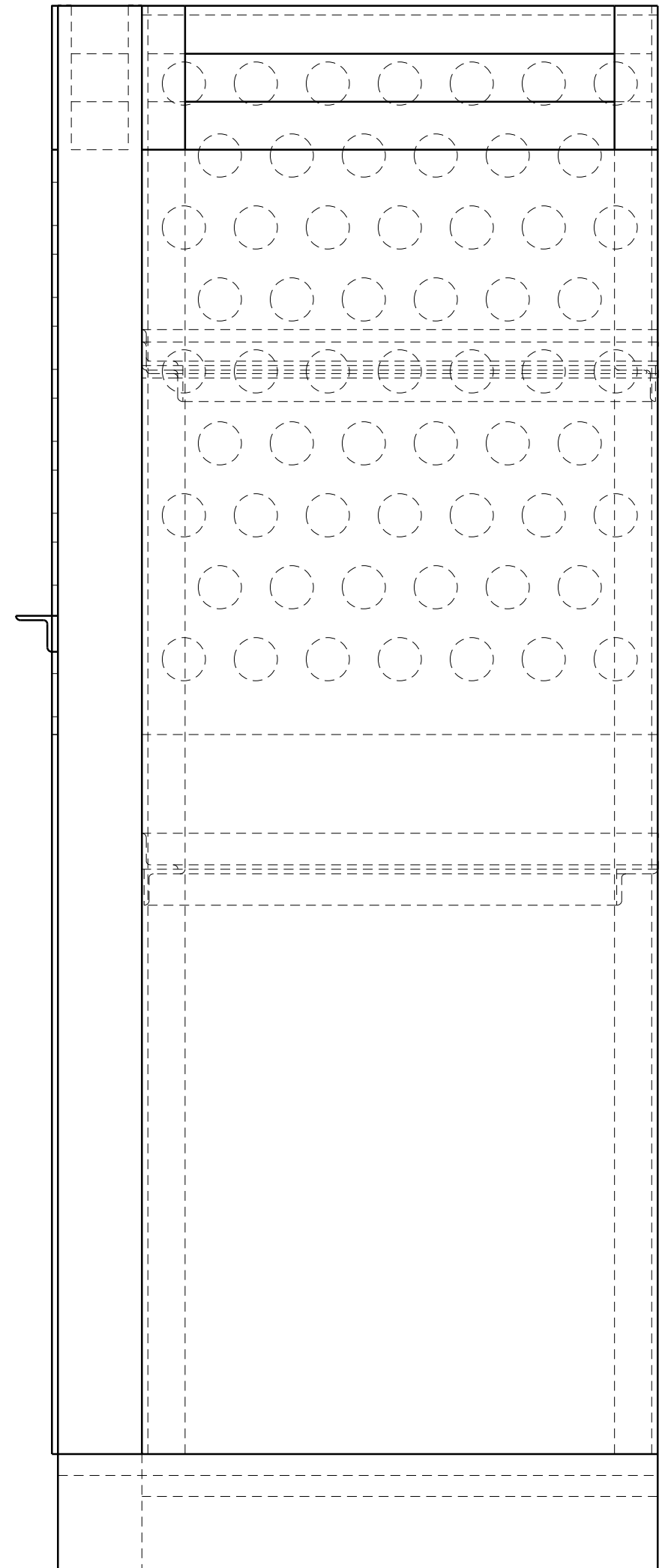
**PLAN VIEW**  
SCALE: 1" = 1'-0"



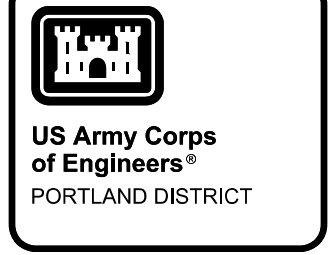
**ISOMETRIC**  
SCALE: N.T.S.



**ELEVATION**  
SCALE: 1" = 1'-0"



**RIGHT SIDE - ELEVATION**  
SCALE: 1" = 1'-0"



DATE	12/21/2012	APPR.
MARK		
DESCRIPTION		
DATE		
APPR.		

DESIGNED BY: JAMES D. CALNON P.E.	DATE: 12/21/2012	SOLICITATION NO.:
REVIEWED BY: GREG DARR	DESIGNED BY: GREG DARR	CONTRACT NO.:
SUBMITTED BY: JAMES D. CALNON P.E.	DATE: 12/21/2012	DRAWING NUMBER:
FILE NAME: BDT1.107_M-005.dgn	SIZE: ANSI D	

**BONNEVILLE LOCK AND DAM  
ADULT FISH FACILITY  
IMPROVEMENTS**  
  
VALVE NO. 15 WEIR  
BOX DETAILS

**SHEET IDENTIFICATION**  
**M-005**  
SHEET 5 OF 5





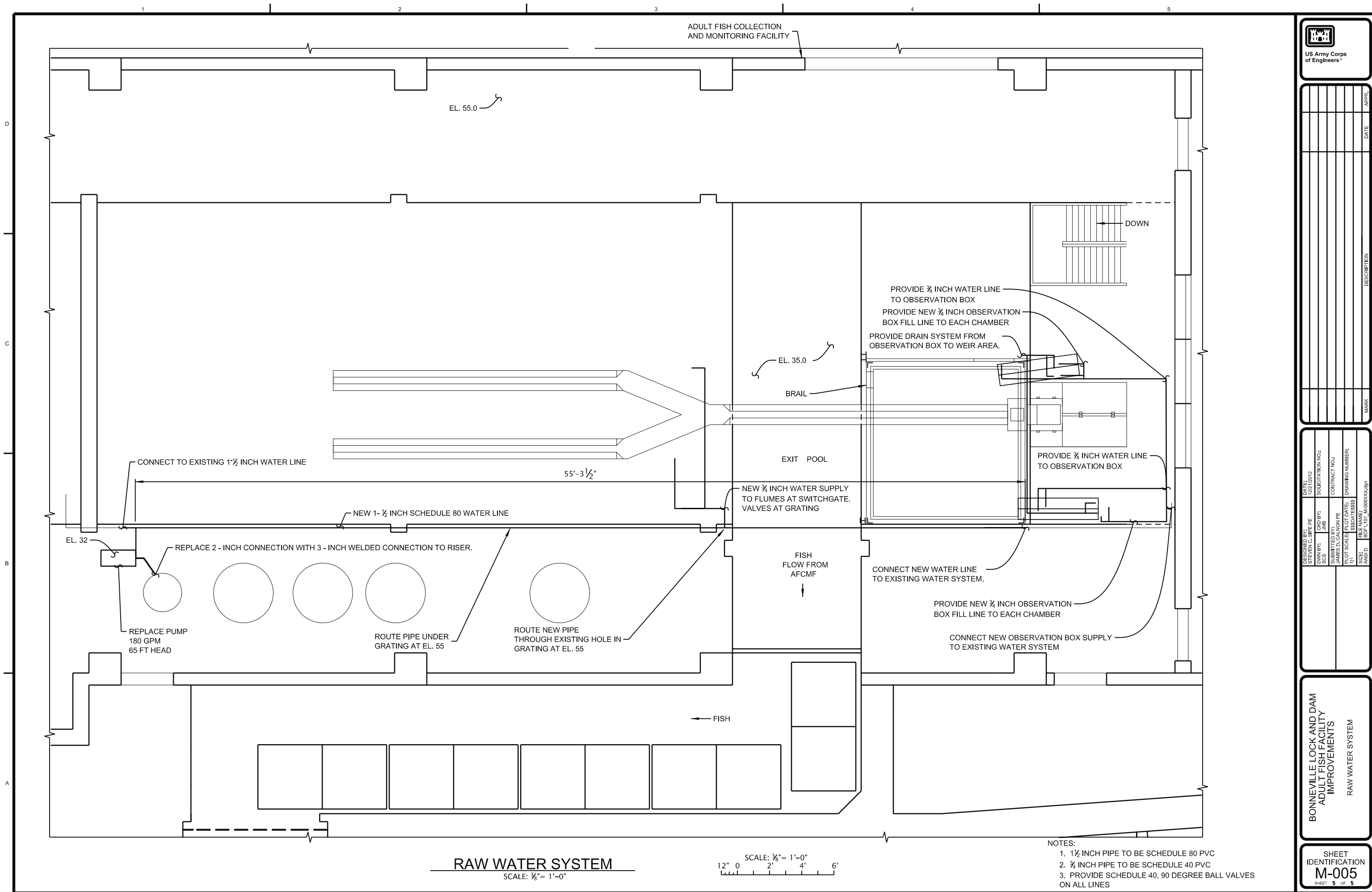
US Army Corps  
of Engineers®

DATE	DESCRIPTION	DATE	APPR.

DESIGNED BY: JFC/PE	DATE: 02/16/2012	PROJECT NO.: 60032012	CONTRACT NO.:
CHECKED BY: JFC/PE	DATE:		
DESIGNED BY: JFC/PE	DATE:		
DESIGNED BY: JFC/PE	DATE:		
DESIGNED BY: JFC/PE	DATE:		
DESIGNED BY: JFC/PE	DATE:		
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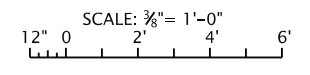
BONNEVILLE LOCK AND DAM  
ADULT FISH FACILITY  
IMPROVEMENTS  
RAW WATER SYSTEM

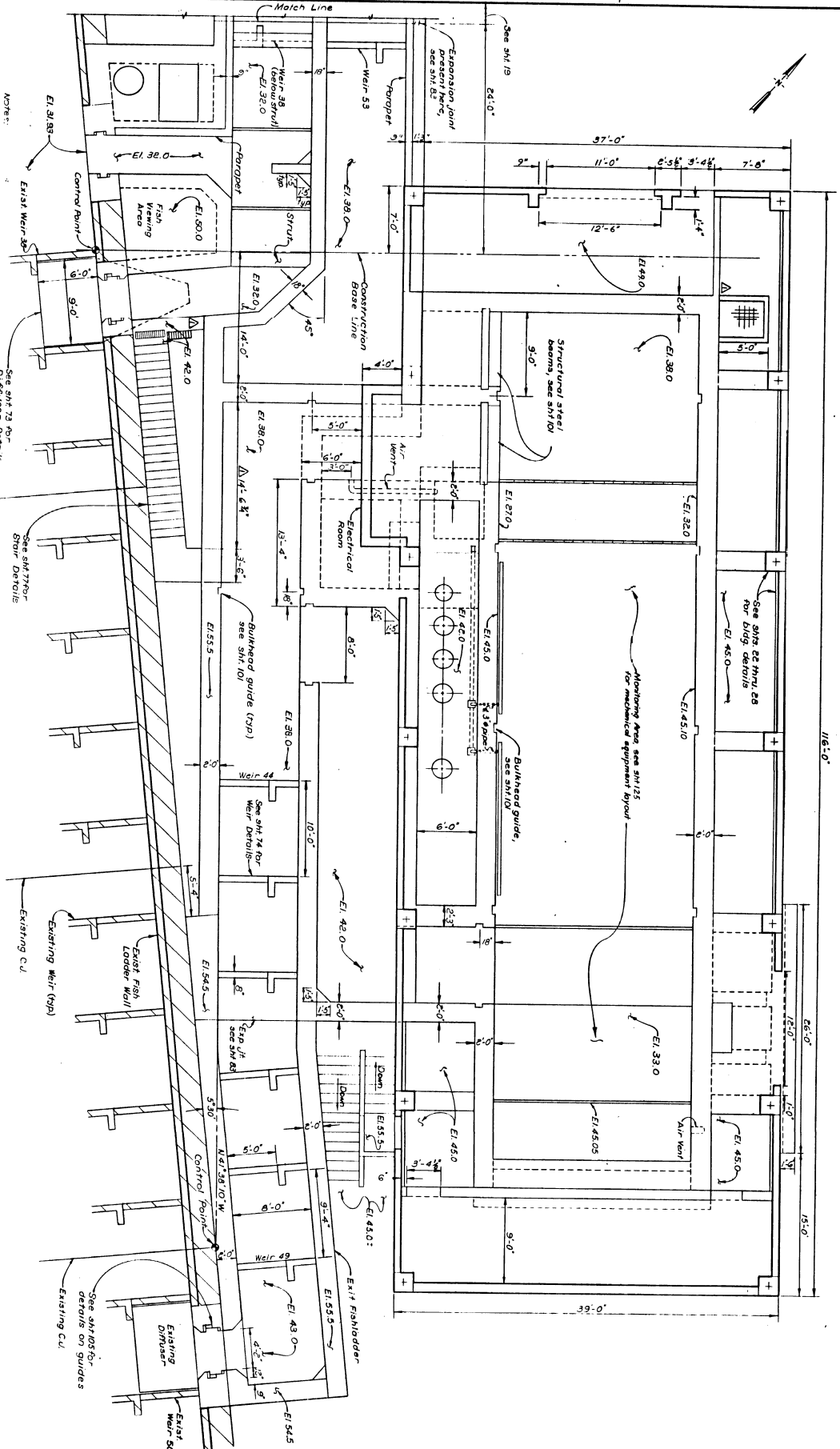
SHEET  
IDENTIFICATION  
**M-005**  
SHEET 5 OF 5



### RAW WATER SYSTEM

SCALE: 3/8" = 1'-0"





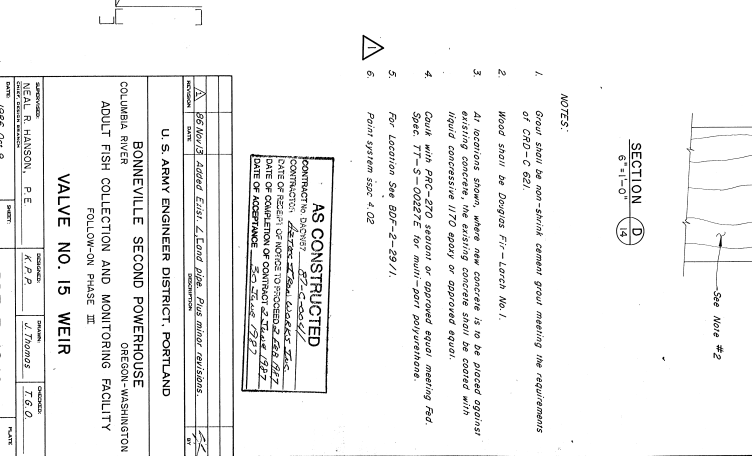
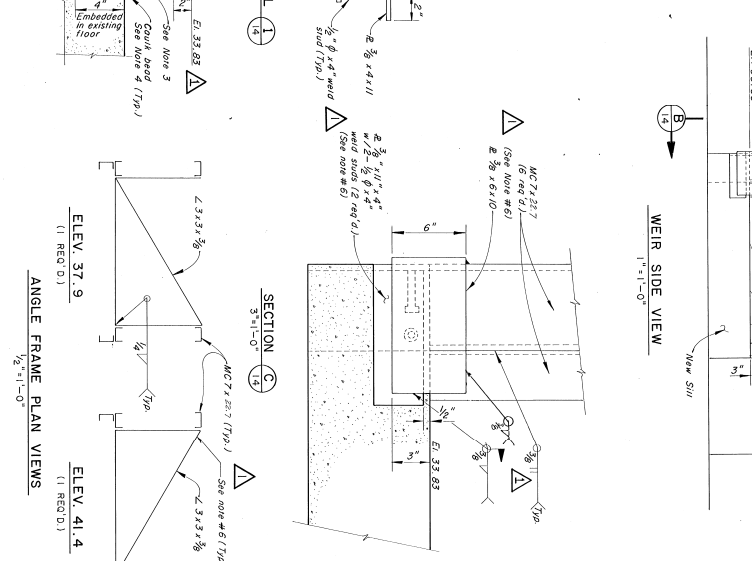
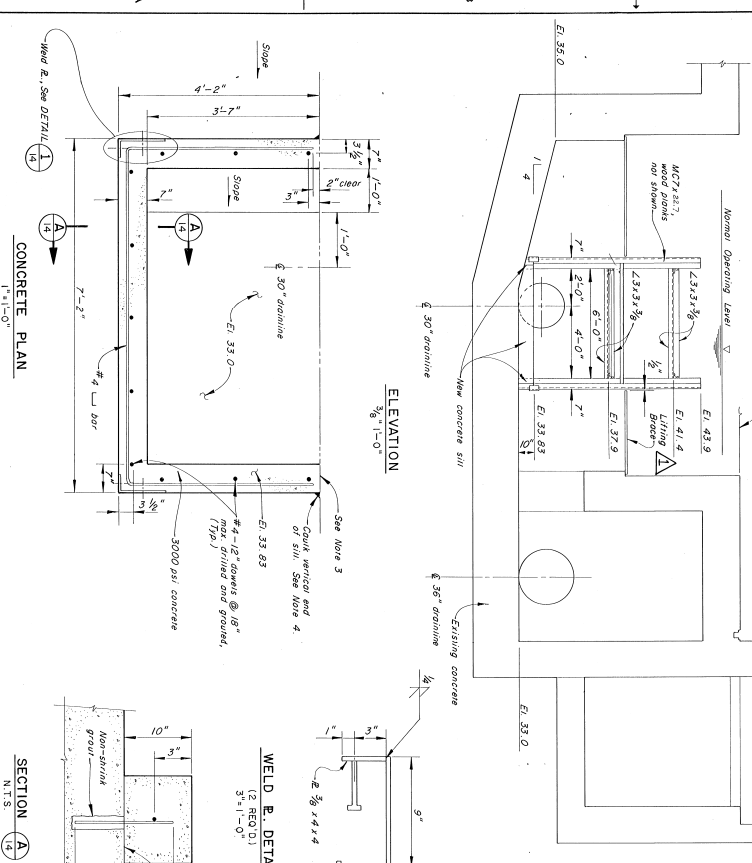
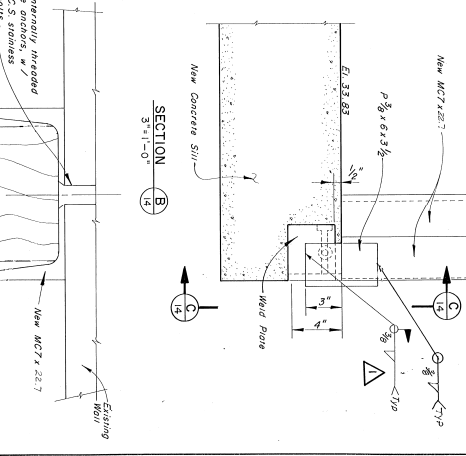
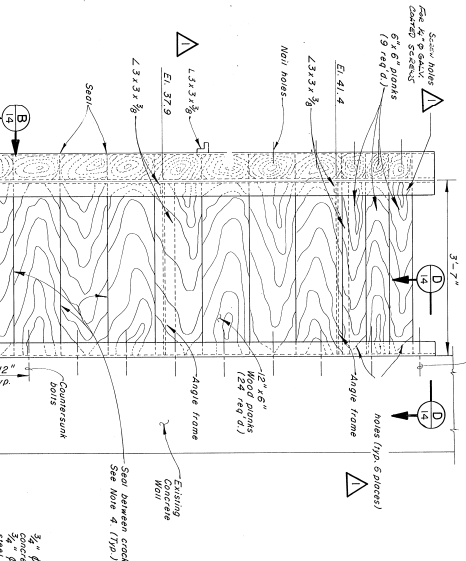
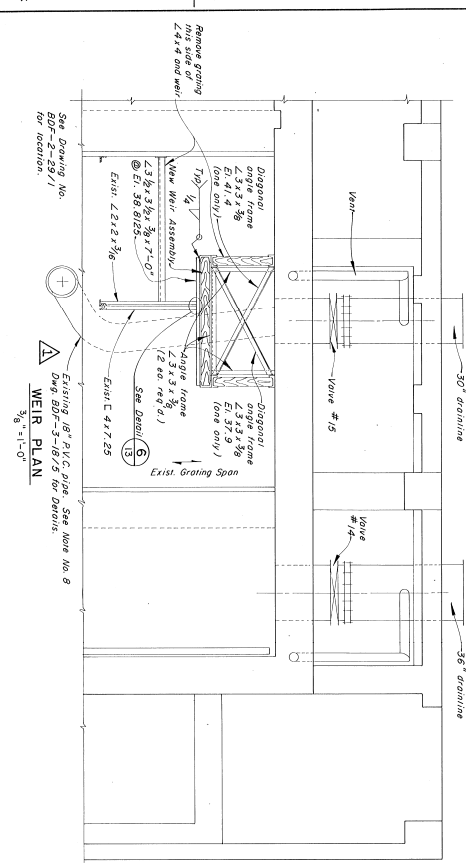
- NOTES:
1. Except as noted in no. 2 below, all concrete surfaces shall receive a wood floor finish.
  2. All exterior masonry concrete subject to frost traffic shall have a light oil seal finish.
  3. See sht. 317-45 for concrete details.
  4. See sht. 145 for 153 for Electrical Details.
  5. See shts 63 to 70 for Details on Fish Viewing Area.
  6. For our visit relocation - Electrical Room use entrance and exit elevations of 35.00 and 34.75 respectively. (E & W).
  7. See General Notes on sht. 15.
  8. See sht. 34-42 - details on exterior walkways above entrance walkways.

PLAN-EL-55.5  
1/4"=1'-0"

AS CONSTRUCTED  
CONTRACT NO. 82-C-20212

DESIGNED BY	U. S. ARMY ENGINEER DISTRICT, PORTLAND
CHECKED BY	U. S. ARMY ENGINEER DISTRICT, PORTLAND
APPROVED BY	U. S. ARMY ENGINEER DISTRICT, PORTLAND
DATE	NOV 20 1955
PROJECT	BONNEVILLE SECOND POWERHOUSE COLUMBIA RIVER ADULT FISH COLLECTION AND MONITORING FACILITY
DESIGNER	J. L. Thompson
CONTRACT NO.	82-C-20212
SCALE	1/4"=1'-0"
DATE	NOV 20 1955
BY	J. L. Thompson
CHECKED BY	J. L. Thompson
APPROVED BY	J. L. Thompson
DATE	NOV 20 1955

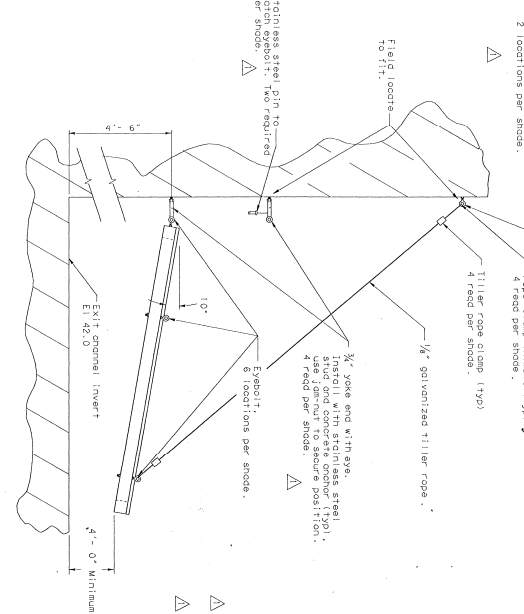
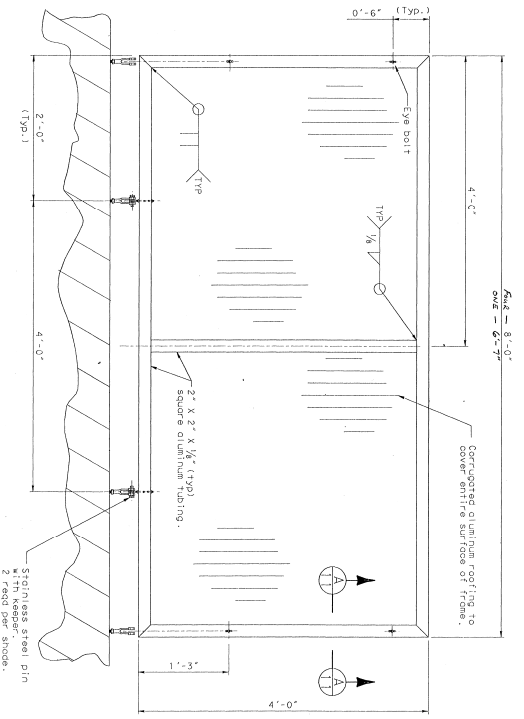
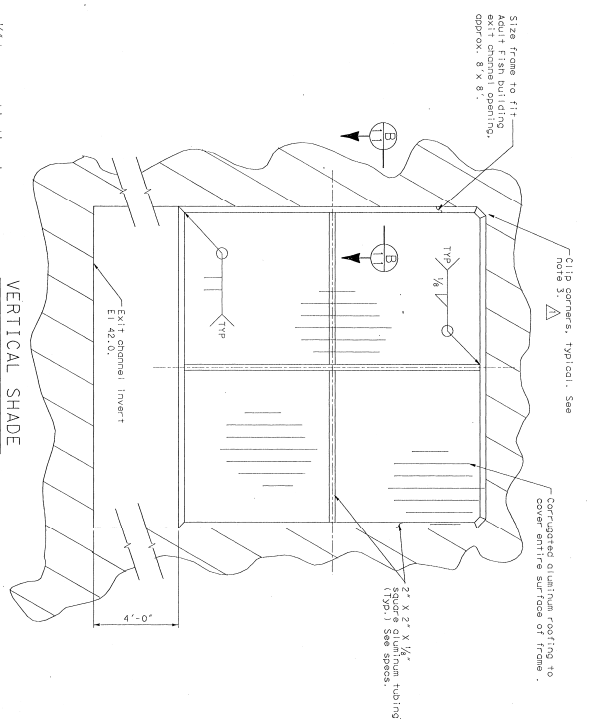
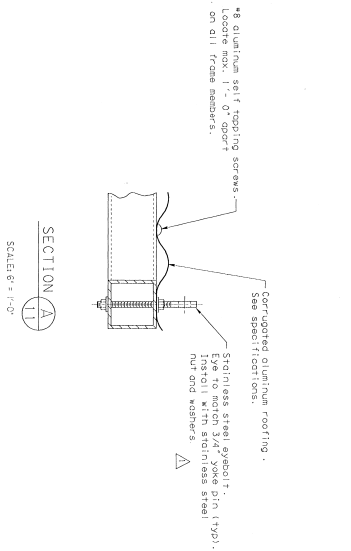
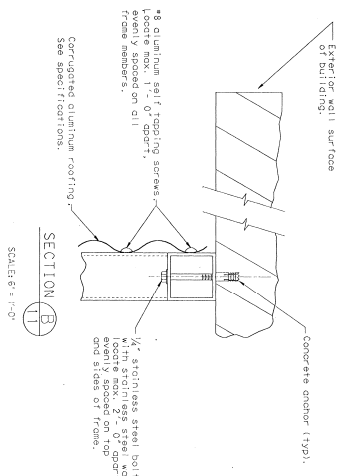
BDF-2-18/9



- NOTES:**
1. Grout shall be non-stink cement grout meeting the requirements of CID-0-650.
  2. Wood shall be Douglas Fir - Larch No. 1.
  3. All rebar shall be welded to the existing concrete. The existing concrete shall be covered with liquid concrete 1170 gassy or approved equal.
  4. Grout with 200-300 mesh or approved equal, meeting Fed. Spec. 117-2-00282E for admix. per manufacturer's instructions.
  5. For Location See BDF-2-29/11.
  6. Paint system spec 4 02.

**AS CONSTRUCTED**

CONTRACT NO.	DAAG 41-1-LEAD BARR. PUMP MOTOR REVISIONS
CONTRACT TITLE	U. S. ARMY ENGINEER DISTRICT, PORTLAND
CONTRACT DATE	1956 OCT 9
CONTRACT NO.	BDF-3-18/6
CONTRACT TITLE	BONNEVILLE SECOND POWERHOUSE
CONTRACT DATE	1956 OCT 9
CONTRACT NO.	BDF-3-18/6
CONTRACT TITLE	COLUMBIA RIVER ADULT FISH COLLECTION AND MONITORING FACILITY
CONTRACT DATE	1956 OCT 9
CONTRACT NO.	BDF-3-18/6
CONTRACT TITLE	VALVE NO. 15 WEIR
CONTRACT DATE	1956 OCT 9
CONTRACT NO.	BDF-3-18/6
CONTRACT TITLE	VALVE NO. 15 WEIR
CONTRACT DATE	1956 OCT 9



**NOTE:**  
 Remove yoke and eye, so  
 you may be drawing in  
 the vertical position.

- NOTES:**
1. Deburr all edges of the corrugated sheets.
  2. For location, see DWG. BDF-3-1871.
  3. Contractor verify all field dimensions.
  4. Apply two coats of zinc organosolc paint to all aluminum shade framing.

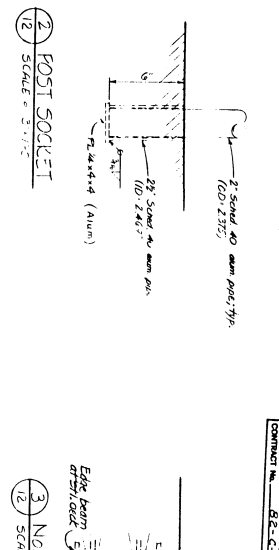
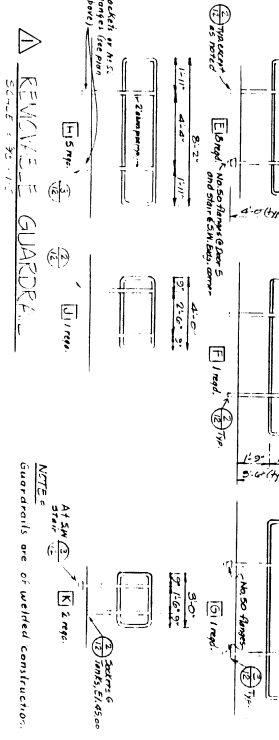
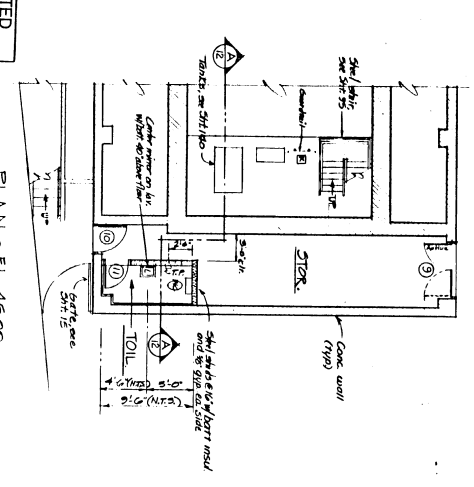
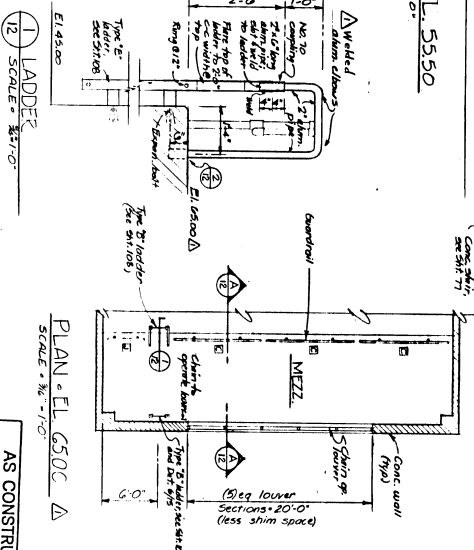
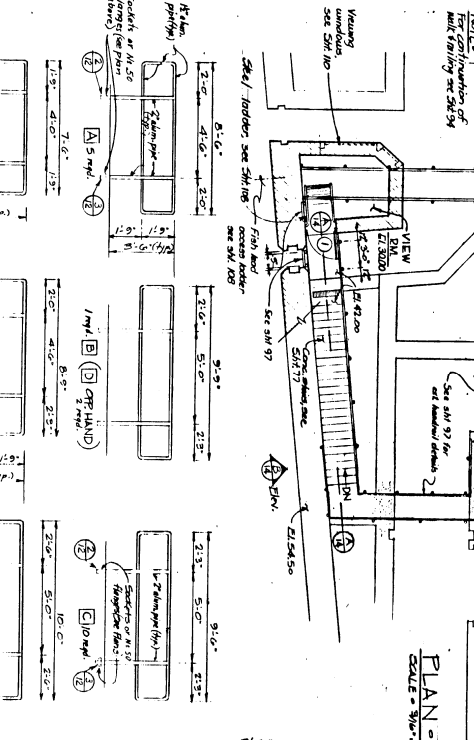
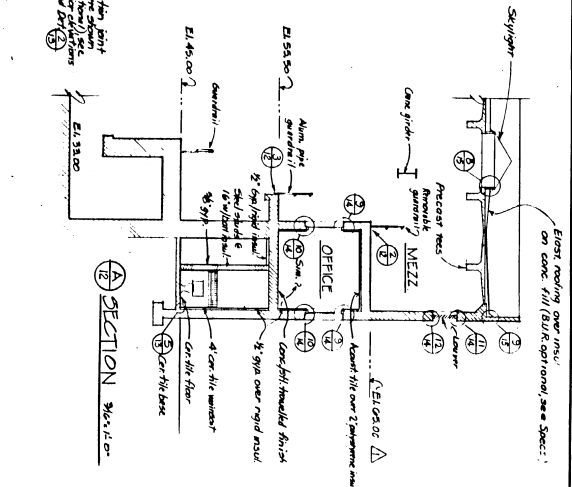
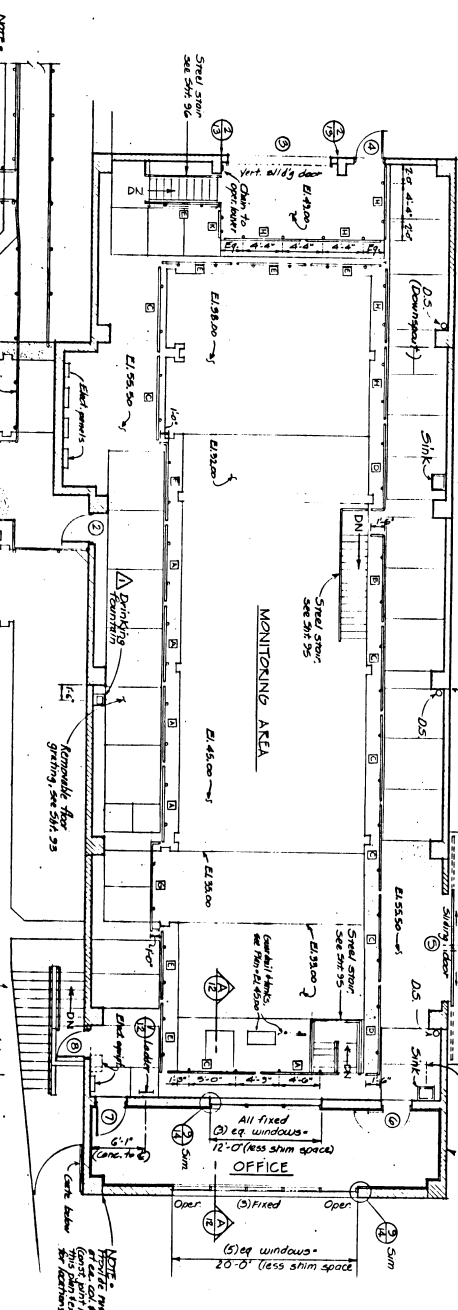
**AS CONSTRUCTED**

DATE OF COMPLETION OF WORK TO PROVISIONAL SPEC. 2/26/87  
 DATE OF REVISION OF WORK TO PROVISIONAL SPEC. 2/26/87  
 DATE OF REVISION OF WORK TO PROVISIONAL SPEC. 2/26/87

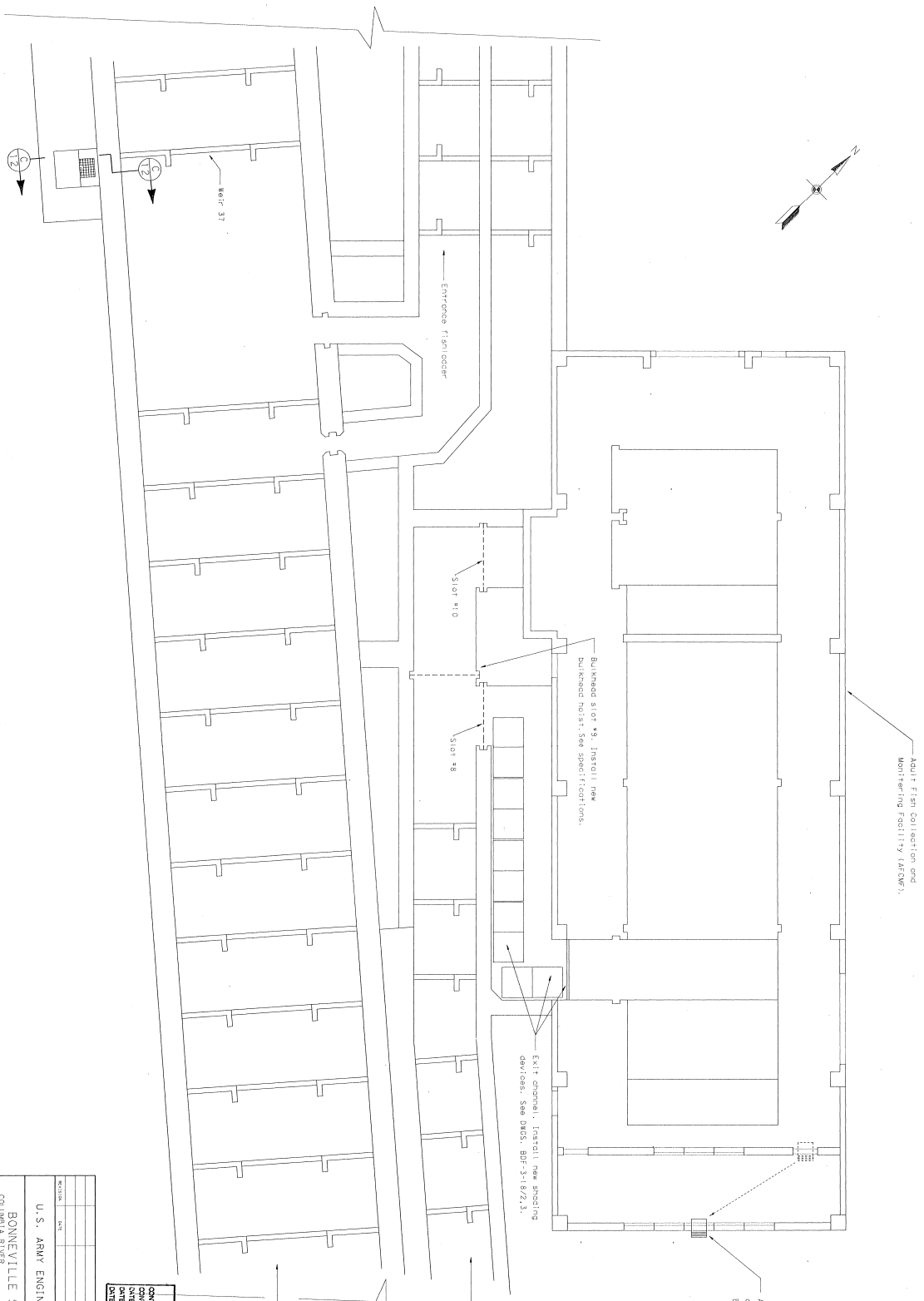
U.S. ARMY ENGINEER DISTRICT, PORTLAND		DRAWING NO. 87-10	
BONNEVILLE SECOND POWERHOUSE		DRAWING NO. 87-10	
COLUMBIA RIVER OREGON-WASHINGTON		DRAWING NO. 87-10	
ADULT FISH COLLECTION AND MONITORING FACILITY		DRAWING NO. 87-10	
FOLLOW-ON PHASE III		DRAWING NO. 87-10	
SHADING DEVICES DETAILS		DRAWING NO. 87-10	

DATE	1985 OCT. 9	PROJECT	BDF-3-1873
DESIGNED BY	HANSON, P.E.	CHECKED BY	...
DRAWN BY	...	APPROVED BY	...

**THIS PRINT REDUCED TO ONE-HALF SCALE**



<b>AS CONSTRUCTED</b> CONTRACT No. 1111111111	
<b>PLAN - EL. 4500</b> SCALE = 3/8" = 1'-0"	
<b>PLAN - EL. 5550</b> SCALE = 3/8" = 1'-0"	
<b>PLAN - EL. 6500</b> SCALE = 3/8" = 1'-0"	
U. S. ARMY ENGINEERS DISTRICT, PORTLAND BONNEVILLE SECOND POWERHOUSE COLUMBIA RIVER ADDUCTIONARY COLLECTION AND PLANS, SECTION, INTERIOR RAILING DETAILS	
DRAWN BY: [Name] CHECKED BY: [Name] DATE: [Date]	PROJECT: [Name] SHEET: [Number] TOTAL SHEETS: [Total]



KEY PLAN  
SCALE: 1/4" = 1'-0"

**AS CONSTRUCTED**  
 CONTRACT NO. 2252-3-18-1  
 DATE OF COMPLETION OF CONTRACT 12/27/77  
 DATE OF ACCEPTANCE 2/27/78

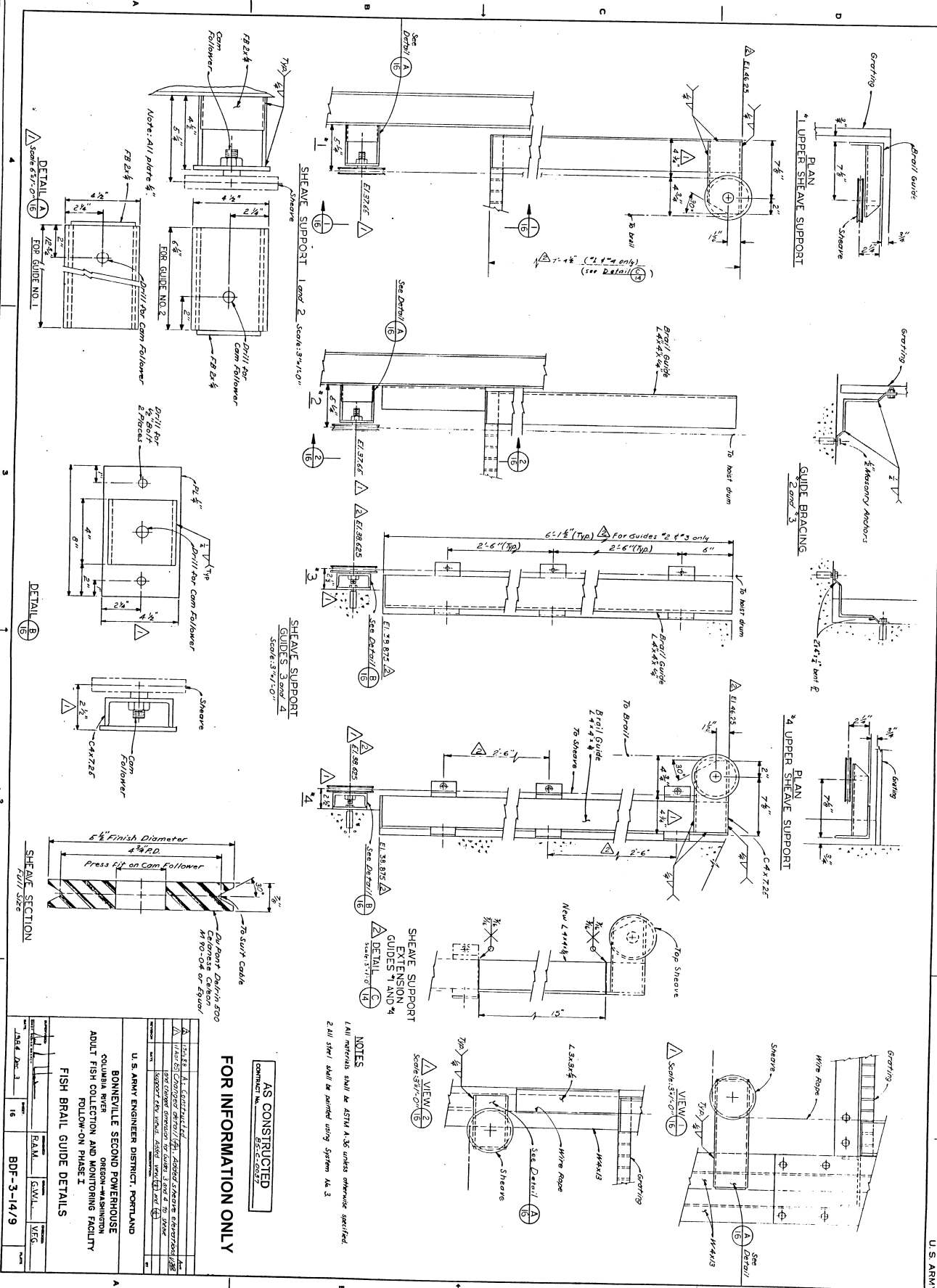
NO.	DATE	REVISION	BY

U.S. ARMY ENGINEER DISTRICT, PORTLAND  
 BONNEVILLE SECOND POWERHOUSE  
 COLUMBIA RIVER  
 ADULT FISH COLLECTION AND MONITORING FACILITY  
 FOLLOWS PRESENT III  
 KEY PLAN  
 MECHANICAL FEATURES

DESIGNED BY: J. J. JANSSEN, P. E.  
 CHECKED BY: J. J. JANSSEN, P. E.  
 DATE: 1986 OCT. 9

PROJECT NO. BDF-3-18/1

Computer Aided Drafting  
 THIS PRINT REDUCED TO ONE-HALF SCALE  
 DATE: 1986 OCT. 9



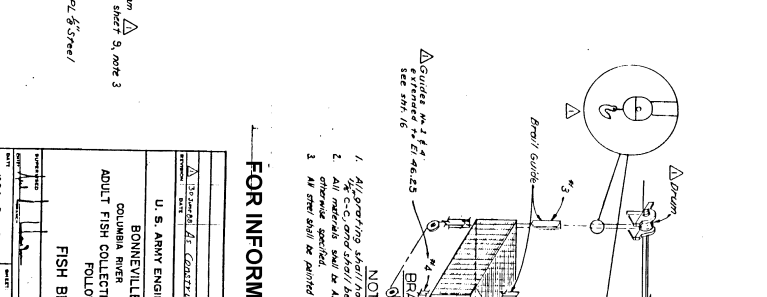
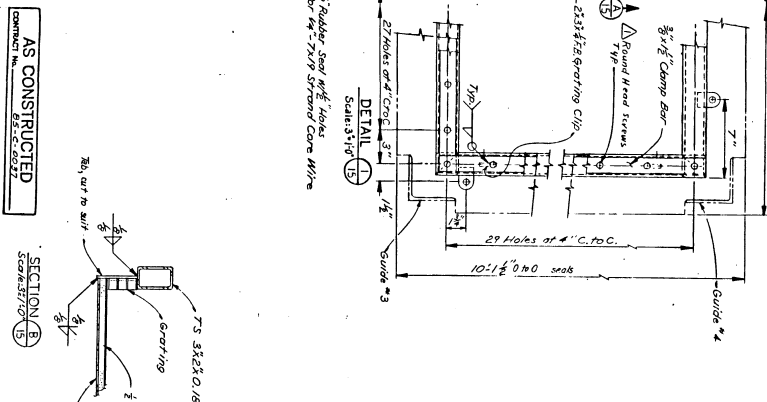
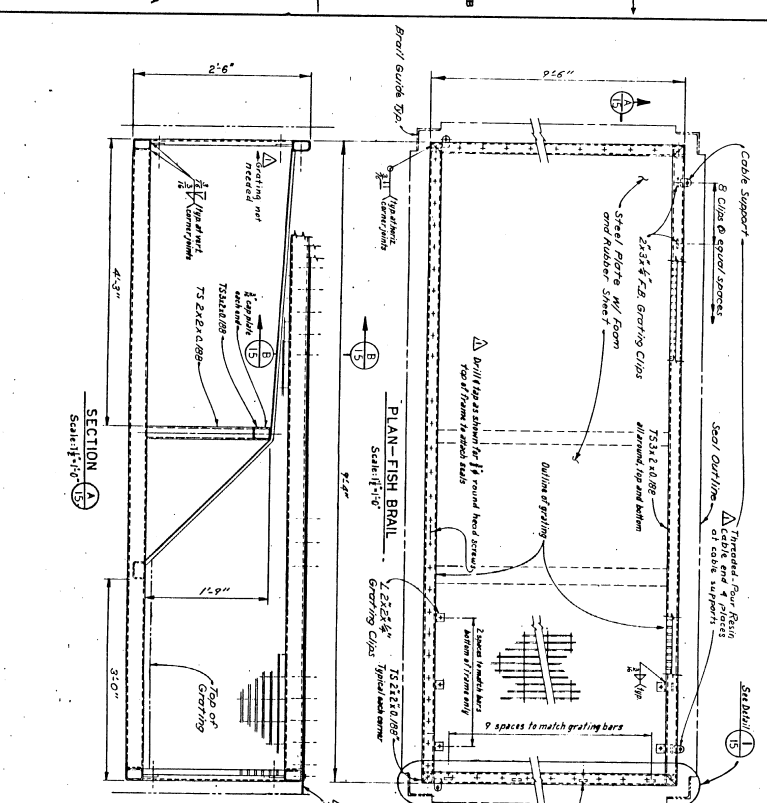
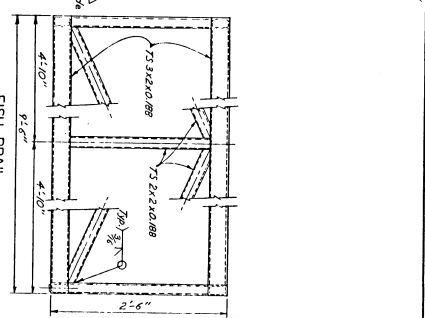
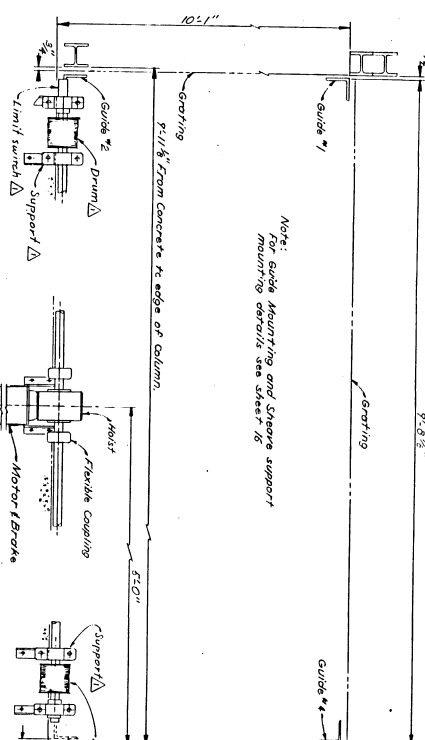
**NOTES**

1. All materials shall be ASTM A-36 unless otherwise specified.
2. All steel shall be painted using System 14-3.

**AS CONSTRUCTED**

**FOR INFORMATION ONLY**

DESIGNED BY	Checked by	DATE
U.S. ARMY ENGINEER DISTRICT, PORTLAND		
BONNEVILLE SECOND POWERHOUSE		
FOURTH UNIT		
ADULT FISH COLLECTION AND MONITORING FACILITY		
FOLLOW-ON PHASE I		
FISH BRAIL GUIDE DETAILS		
DATE	SCALE	BY
JAN 3 1964	1:6	BDF-3-14/9

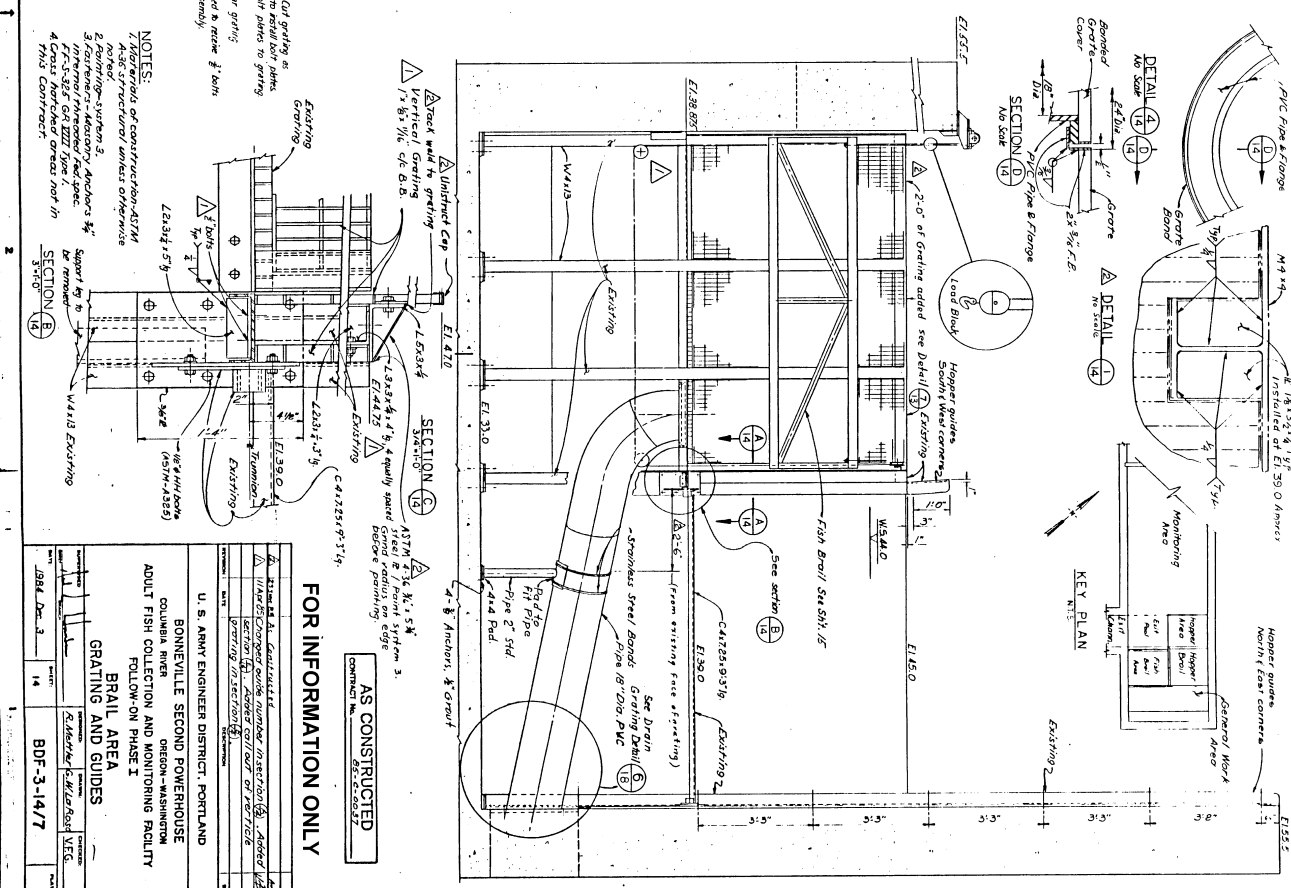
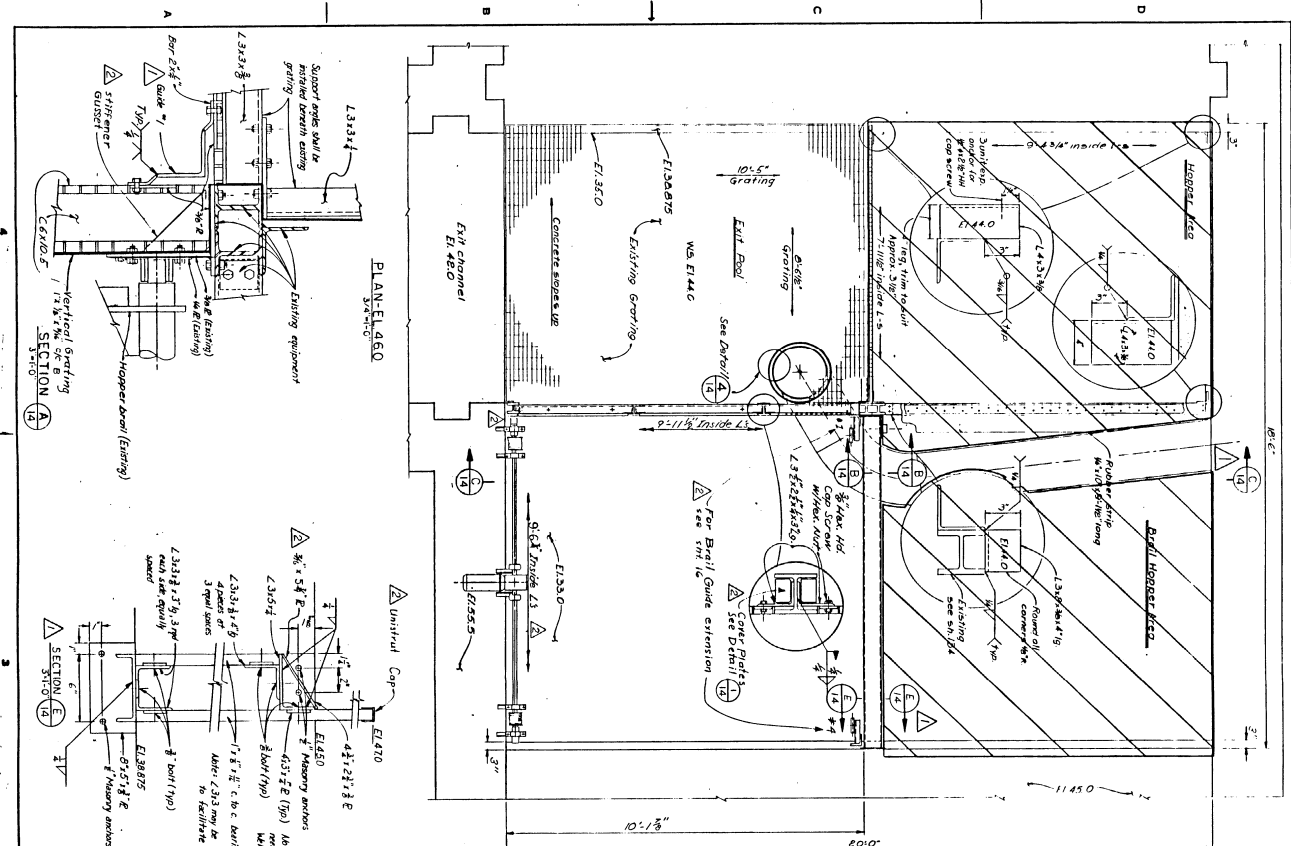


- NOTES**
- 1. All grating shall have 1 1/2" x 3/8" bearing bars spaced 10" on center.
  - 2. All cables shall be ASTM A-36 structural steel unless otherwise specified.
  - 3. All steel shall be painted using System No. 3.

**FOR INFORMATION ONLY**

U. S. ARMY ENGINEERS DISTRICT, PORTLAND	
BONNEVILLE SECOND POWERHOUSE	
COLUMBIA RIVER	
OREGON-WASHINGTON	
ADULT FISH COLLECTION AND MONITORING FACILITY	
FOLLOW-ON PHASE I	
FISH BRAIL & HOIST	
DATE	1984, Dec. 3
SCALE	AS SHOWN
DESIGNED BY	C. HENNING
CHECKED BY	A. D.
CONTRACT NO.	BD-F-3-14/B
DRAWING NO.	15



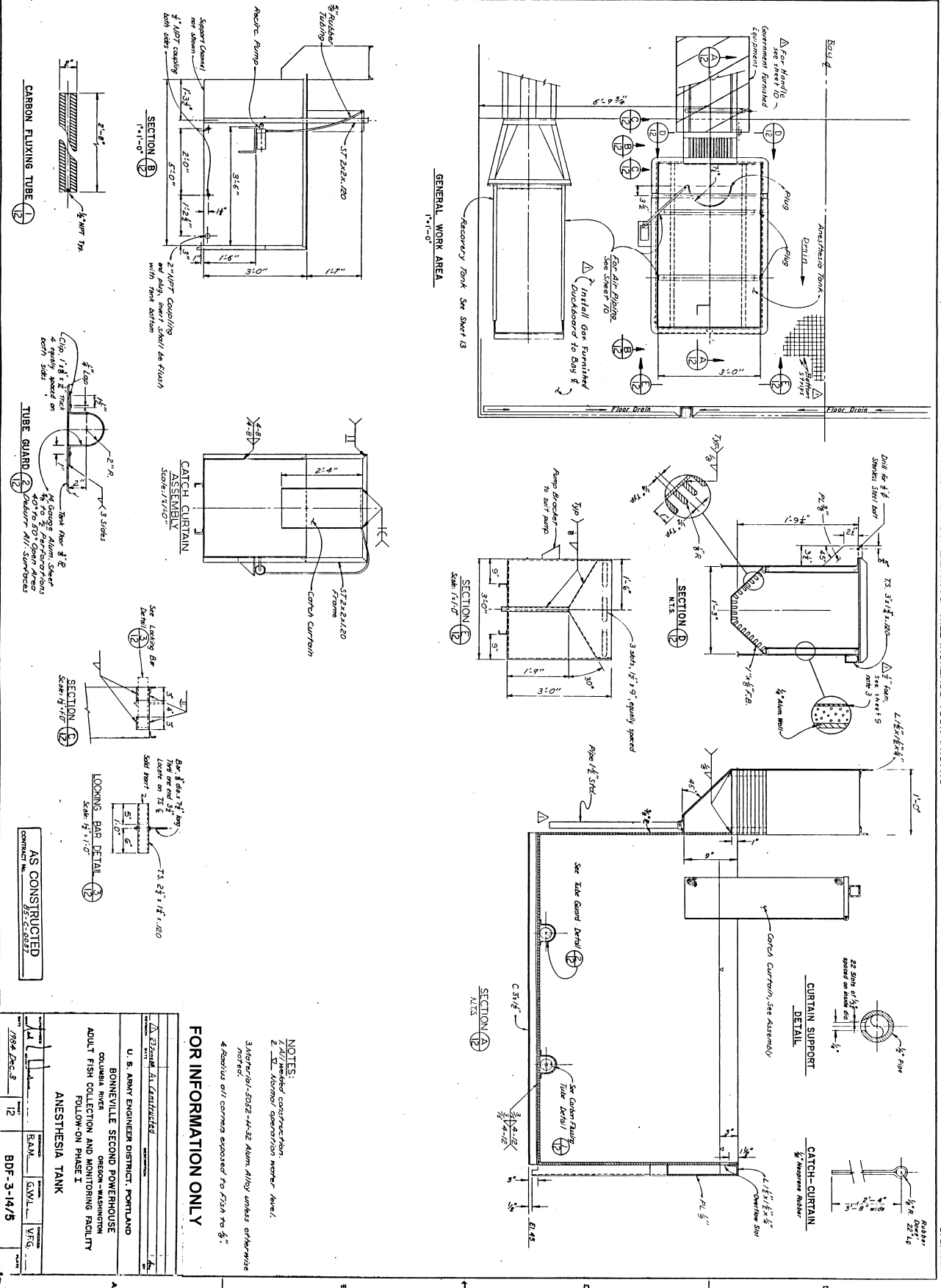


**FOR INFORMATION ONLY**

AS CONSTRUCTED  
CONTRACT NO. 14  
DATE 1984 DEC 3

U. S. ARMY ENGINEER DISTRICT, PORTLAND  
BONNEVILLE SECOND POWERHOUSE  
COLUMBIA RIVER  
ADULT FISH COLLECTION AND MONITORING FACILITY  
FOLLOW-ON PHASE I  
BRAIL AREA  
GRATING AND GUIDES

1984 DEC 3 14 BDF-3-14/7



CARBON FLUXING TUBE (1)

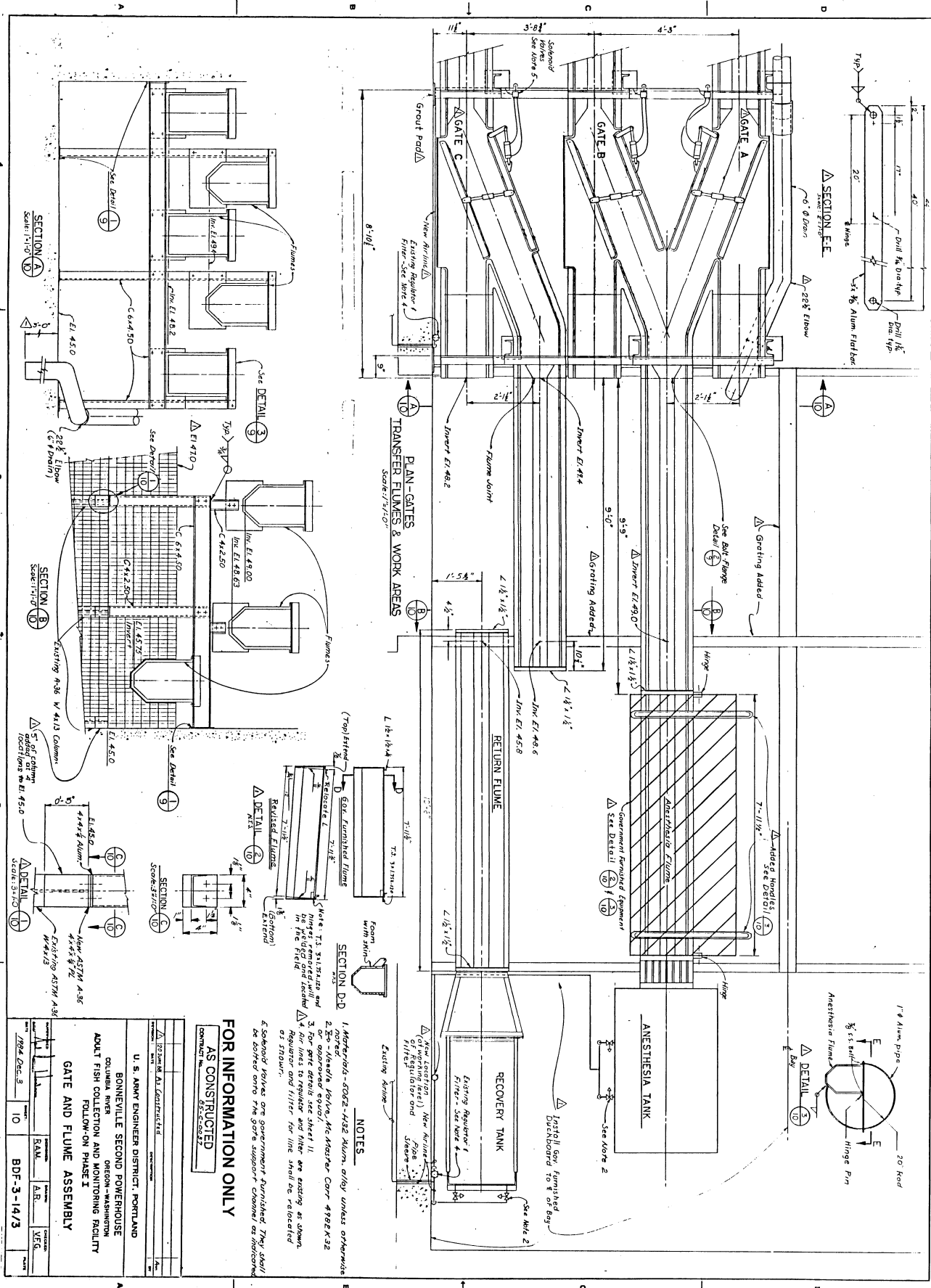
TUBE GUARD (2)

AS CONSTRUCTED  
CONTRACT NO. DS-C-5627

DESIGNED BY	12	DATE	12
CHECKED BY	RAM	DATE	
APPROVED BY	RAM	DATE	
PROJECT	U. S. ARMY ENGINEER DISTRICT, PORTLAND		
LOCATION	BONNEVILLE SECOND POWERHOUSE		
STATE	OREGON-WASHINGTON		
PHASE	ADULT FISH COLLECTION AND MONITORING FACILITY		
PHASE I	FOLLOW-ON PHASE I		
PROJECT NO.	ANESTHESIA TANK		
CONTRACT NO.	BDF-3-14/5		

**FOR INFORMATION ONLY**

NOTES:  
 1. All welded construction.  
 2. All corner operation notes here.  
 3. Material - S032-4-32 Alum. Alloy unless otherwise noted.  
 4. Radius all corners exposed to fish to 1/8".



**PLAN-GATES  
TRANSFER FLUMES & WORK AREAS**  
SCALE: 1/4" = 1'-0"

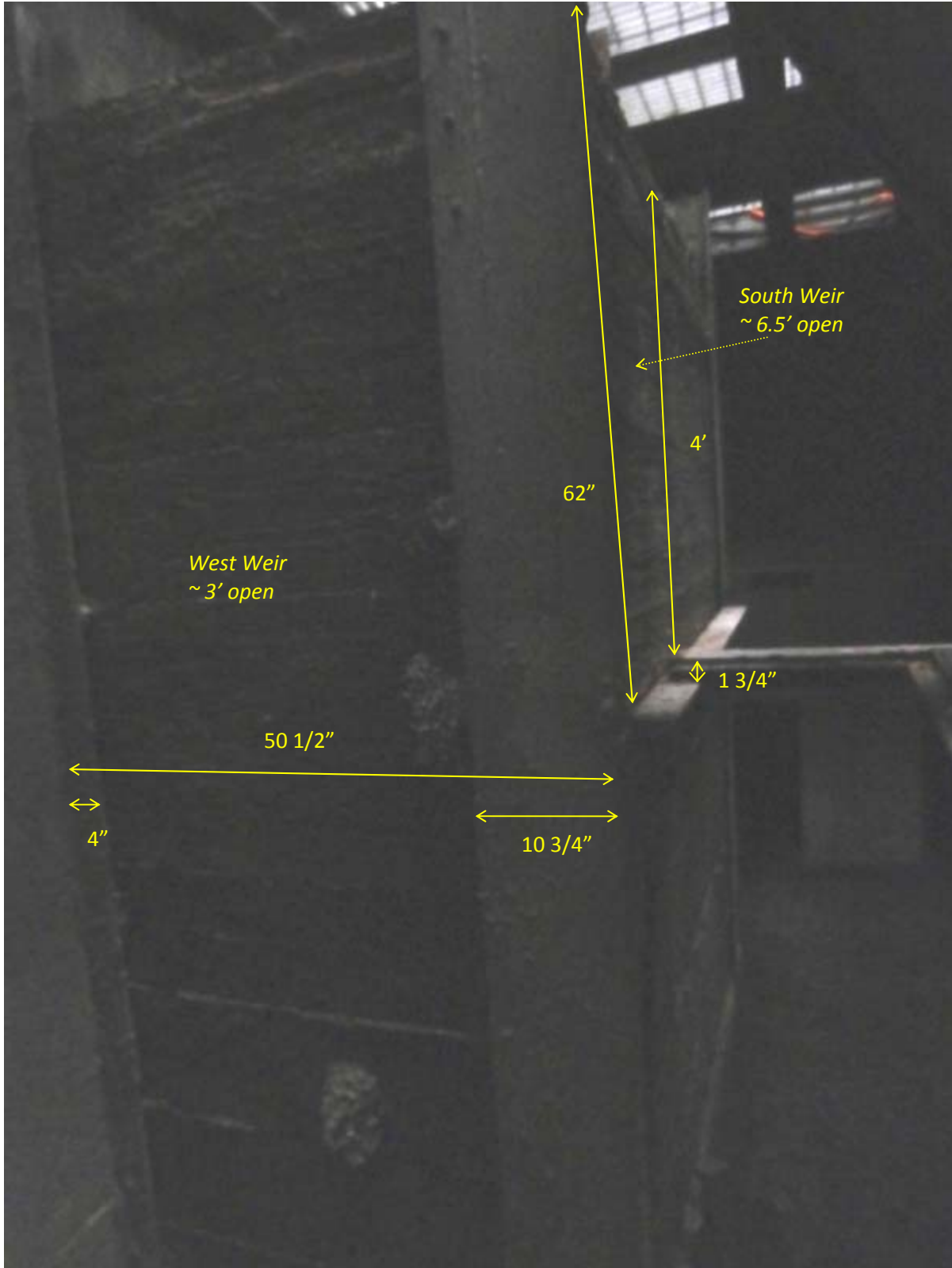
**NOTES**

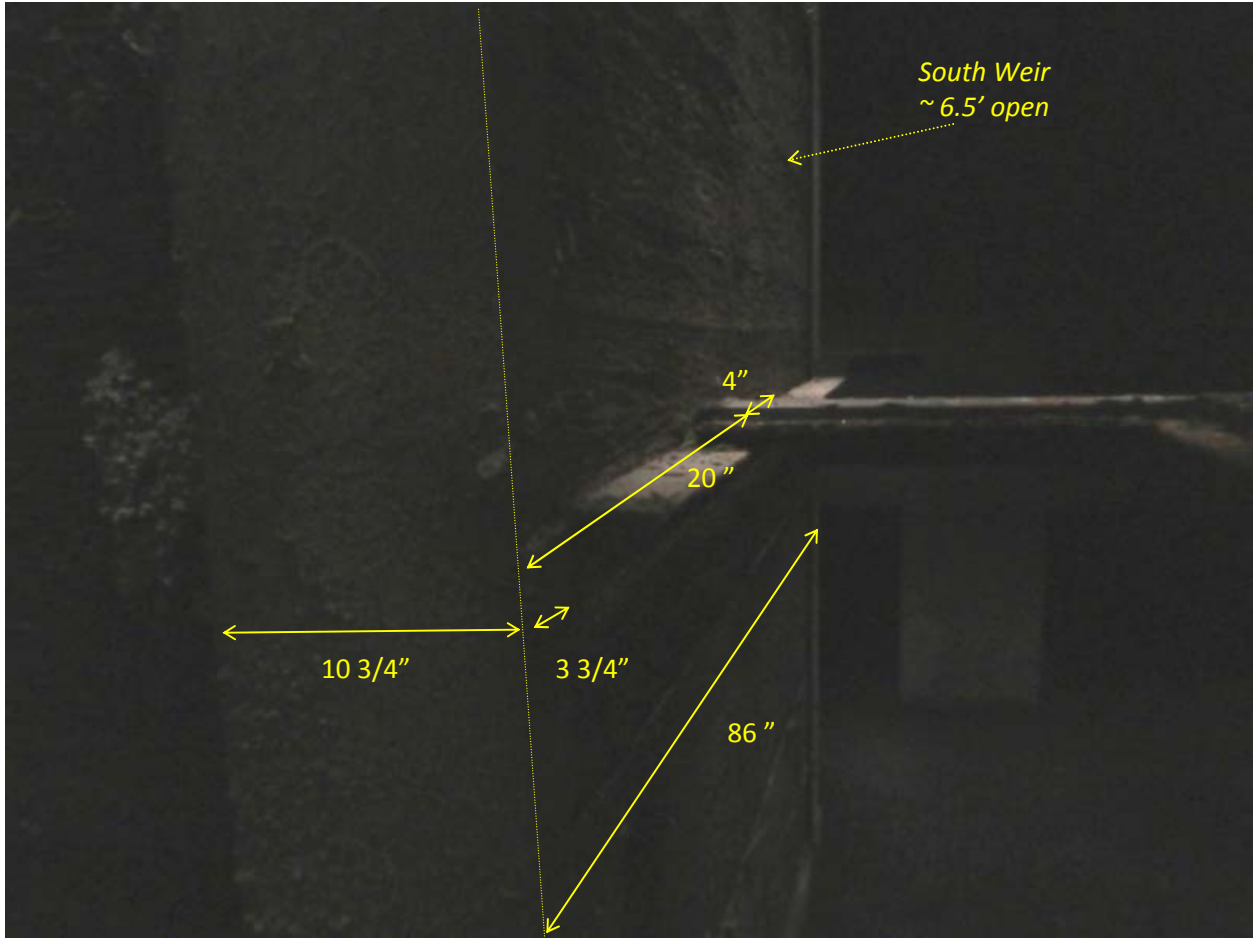
1. Materials - 5052-432 Alum. alloy unless otherwise noted.
2. Shop drawings shall be prepared by the contractor.
3. For gate details see sheet 11.
4. Air lines to regulator and filter are existing as shown. Regulator and filter for line shall be relocated as shown.
5. Sounding tubes are government furnished. They shall be bolted onto the gate support channel as indicated.

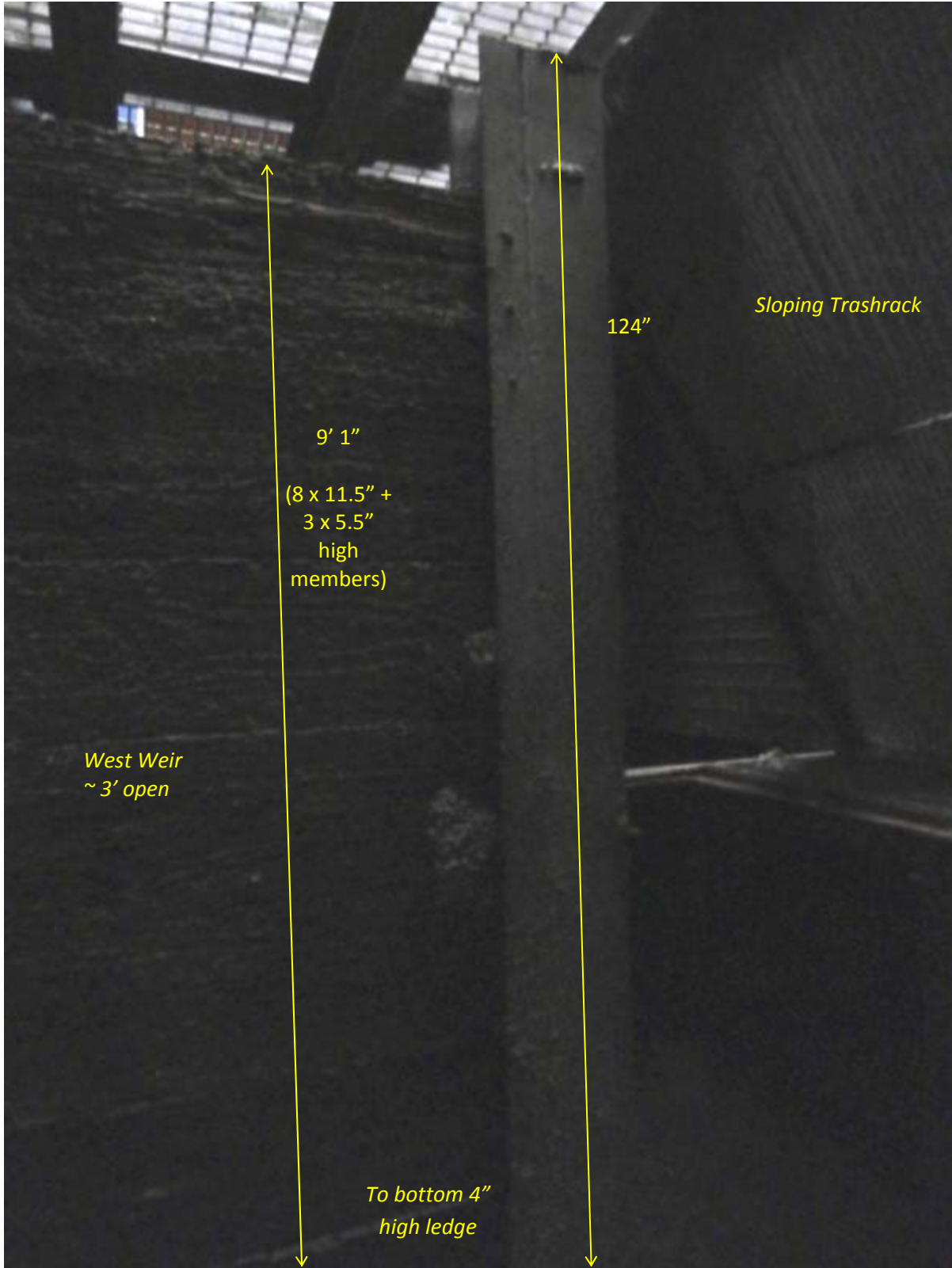
**FOR INFORMATION ONLY  
AS CONSTRUCTED**

PROJECT	BONNEVILLE SECOND POWERHOUSE
LOCATION	COLUMBIA RIVER OREGON-WASHINGTON
PHASE	ADULT FISH COLLECTION AND MONITORING FACILITY
CONTRACT	FOLLOW-ON PHASE I
DATE	1984 DEC 3
SCALE	BDF-3-14/3
DESIGNED BY	U. S. ARMY ENGINEER DISTRICT, PORTLAND
CHECKED BY	
APPROVED BY	

All dimensions to be independently verified by contractor







General Decision Number: WA120099 09/21/2012 WA99

Superseded General Decision Number: WA20100114

State: Washington

Construction Type: Heavy  
including water and sewer line construction

County: Skamania County in Washington.

HEAVY CONSTRUCTION PROJECTS (including sewer/water  
construction).

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	02/17/2012
3	04/06/2012
4	07/06/2012
5	07/20/2012
6	08/10/2012
7	09/21/2012

BRWA0001-009 06/01/2011

	Rates	Fringes
BRICKLAYER.....	\$ 32.75	15.28

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CARP0003-017 10/01/2011

	Rates	Fringes
Carpenters: (Including Form Work).....	\$ 32.04	14.18
PILEDRIVERMAN.....	\$ 28.04	13.30

Zone Differential (Add to Zone 1 rates):  
 Zone 2 - \$0.85  
 Zone 3 - 1.25  
 Zone 4 - 1.70  
 Zone 5 - 2.00  
 Zone 6 - 3.00

BASEPOINTS: GOLDENDALE, LONGVIEW, AND VANCOUVER

ZONE 1: Projects located within 30 miles of the respective  
city hall of the above mentioned cities

ZONE 2: Projects located more than 30 miles and less than 40  
miles of the respective city of the above mentioned cities

ZONE 3: Projects located more than 40 miles and less than 50  
miles of the respective city of the above mentioned cities

ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.

ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities

ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

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\* ELEC0048-014 07/02/2012

	Rates	Fringes
ELECTRICIAN.....	\$ 37.05	18.41

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:

Zone 1: 31-50 miles \$1.50/hour  
Zone 2: 51-70 miles \$3.50/hour  
Zone 3: 71-90 miles \$5.50/hour  
Zone 4: Beyond 90 miles \$9.00/hour

\*These are not miles driven. Zones are based on Delorme Street Atlas USA 2006 plus.

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ELEC0077-001 02/01/2012

	Rates	Fringes
Line Construction:		
LINEMEN.....	\$ 44.73	4%+7.85

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ENGI0701-016 01/01/2012

	Rates	Fringes
Power equipment operators:		
GROUP 4.....	\$ 33.71	12.08
GROUP 5.....	\$ 32.60	12.08
GROUP 6.....	\$ 29.61	12.08

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 4: TRACKHOE-ROBOTIC: up to and including 20,000 lbs. with any or all attachments; DRILLING: Churm Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; CRANE: Chicago boom and similar types; Boom type lifting device, 5 ton capacity or less; Paver; Piledriver; Scraper; Screed



GROUP 5: TRACKHOE-HYDRAULIC: up to and including 20,000 lbs.; Boom truck operator; DRILLING: Churm Drill and Earth Boring Machine Operator; Directional Drill Operator less than 20,000 lbs pullback;

GROUP 6: Oiler; Roller (Subgrade); Drill Assistant

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

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IRON0029-010 01/01/2012

Rates

Fringes

IRONWORKER (Reinforcing,  
Structural and Ornamental).....\$ 33.87                   20.12

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LABO0335-011 06/01/2012

	Rates	Fringes
LABORER (Mason Tender-Cement/Concrete).....\$ 30.30	30.30	9.70
LABORER (MasonTender-Brick).....\$ 30.30	30.30	9.70

-----  
LABO0335-017 06/01/2012

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....\$ 28.24	28.24	9.70
GROUP 2.....\$ 28.84	28.84	9.70
GROUP 4.....\$ 29.66	29.66	9.70
GROUP 5.....\$ 25.74	25.74	9.70

LABORERS CLASSIFICATIONS

GROUP 1: Form-Stripping

GROUP 2: Handheld Drill

GROUP 4: Grade Checker

GROUP 5: Flaggers

ZONE DIFFERENTIAL (Add to Zone Rates): ZONE 2 - \$0.65

ZONE 3 - 1.15

ZONE 4 - 1.70

ZONE 5 - 2.75

  ZONE 1: Projects within 30 miles of the respective city  
  hall.

  ZONE 2: More than 30 miles but less than 40 miles from the  
  respective city hall.

  ZONE 3: More than 40 miles but less than 50 miles from the  
  respective city hall.

  ZONE 4: More than 50 miles but less than 80 miles from the  
  respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

BASE POINTS: GOLDENDALE, LONGVIEW, AND VANCOUVER

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PAIN0055-019 07/01/2009

	Rates	Fringes
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Painters:		
Brush, Roller.....	\$ 19.59	7.24
Spray.....	\$ 20.19	7.24

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 \* SUWA2009-065 08/07/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 24.64	5.82
LABORER: Common or General.....	\$ 20.60	4.53
LABORER: High Scaler.....	\$ 21.08	6.61
LABORER: Landscape & Irrigation.....	\$ 12.27	2.73
LABORER: Pipelayer.....	\$ 16.61	0.72
OPERATOR: Asphalt Plant.....	\$ 34.14	0.68
OPERATOR: Backhoe.....	\$ 18.03	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 10.63	0.00
OPERATOR: Broom/Sweeper.....	\$ 27.03	4.67
OPERATOR: Bulldozer.....	\$ 28.33	5.20
OPERATOR: Crane.....	\$ 28.00	7.43
OPERATOR: Excavator.....	\$ 29.43	3.60
OPERATOR: Forklift.....	\$ 28.17	5.97
OPERATOR: Grader/Blade.....	\$ 29.43	3.60
OPERATOR: Loader.....	\$ 18.03	0.00
OPERATOR: Mechanic.....	\$ 28.46	6.04
OPERATOR: Power Shovel.....	\$ 25.12	7.83
OPERATOR: Roller.....	\$ 28.87	3.60
TRUCK DRIVER, Includes Dump Truck.....	\$ 16.34	3.60
TRUCK DRIVER: Flatbed Truck.....	\$ 22.74	6.29
TRUCK DRIVER: Lowboy Truck.....	\$ 22.89	5.72

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 \* TEAM0037-007 06/01/2012

	Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 26.90	13.25
GROUP 2.....	\$ 27.02	13.25
GROUP 3.....	\$ 27.15	13.25
GROUP 4.....	\$ 27.41	13.25

Zone Differential (Add to Zone 1 Rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Water Truck up to 3,000 gallons

GROUP 2: Semi-Trailer Truck; Water Truck over 3,000 to 5,000 gallons

GROUP 3: Water Truck over 5,000 to 10,000 gallons

GROUP 4: Water Truck over 10,000 to 15,000 gallons

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

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

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

#### Non-Union Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION