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## SECTION 01312

## QUALITY CONTROL SYSTEM (QCS)

## PART 1 GENERAL

## 1.1 GENERAL

The Government will use the Resident Management System for Windows (RMS-W) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS-Windows, referred to as QCS (QC for Quality Control), to record, maintain, and submit various information throughout the contract period. This joint Government-Contractor use of RMS-W 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

## 1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, 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 will govern, in the event of discrepancy with the electronic version.

## 1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01320, "Project Schedule", Section 01330, SUBMITTAL PROCEDURES, and Section 01451, 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 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 ENGINEER (USACE)

EM 385-1-1

(2003) Safety and Health Requirement Manual

### 1.3 HARDWARE/SOFTWARE REQUIREMENTS

#### 1.3.1 Installing the QCS Program

The QCSSetup<version>.exe is the program that you will begin the installation with. Launch the program through your Windows Explorer, the Run command, or however you are used to doing that sort of thing. This is self-extracting file and will create the necessary files and folders and complete the installation and set up your program. The window will close automatically when the extraction process is completed.

The program should install itself, asking only minimal questions. The program will tailor the installation to suit the computer it is being installed on. That is, the program will install a "new" program if one has not already been installed, it will install an "update" if the program is already installed on the computer and will determine each client or server requirement and automatically install/update what is required. Each screen and instruction is shown on the following pages.

#### 1.4 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 Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on 3-1/2" high-density diskettes or CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

#### 1.5 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS:

##### **Hardware**

IBM-compatible PC with 500 MHz Pentium or higher processor

128+ MB RAM for workstation / 256+ MB RAM for server.

1 GB hard drive disk space for sole use by the QCS system.

3-1/2 inch high-density floppy drive.

Compact Disk (CD) Reader 8x speed or higher.

SVGA or higher resolution monitor (1024x768, 256 colors).

Mouse or other pointing device.

Windows compatible printer. (Laser printer must have 4 MB+ of RAM).

Connection to the Internet, minimum 56k BPS

##### **Software**

MS Windows 98, ME, NT, or 2000.

Word Processing software compatible with MS Word 97 or newer.

Latest version of: Netscape Navigator, Microsoft Internet Explorer, or other browser that supports HTML 4.0 or higher.

Electronic mail (E-mail) MAPI compatible.

Virus protection software that is regularly upgraded with all issued manufacturer's updates.

## 1.6 RELATED INFORMATION

### 1.6.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

### 1.6.2 Contractor Quality Control(CQC) Training

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

## 1.7 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 files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

## 1.8 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the following items:

### 1.8.1 Administration

#### 1.8.1.1 Contractor Information

The database shall contain 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, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

#### 1.8.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and

other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

#### 1.8.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed 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".

#### 1.8.1.4 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

#### 1.8.1.5 EM 385-1-1, Corps of Engineers Safety Manual and RMS Linkage

Upon request, the Contractor can obtain a copy of the current version of the Safety Manual, EM 385-1-1, on CD. Data on the CD will be accessible through QCS, or in stand-alone mode.

### 1.8.2 Finances

#### 1.8.2.1 Pay Activity Data

The QCS database shall include 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. Pay activities shall be grouped by the Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract amount.

#### 1.8.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

### 1.8.3 Quality Control (QC)

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. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor

shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

#### 1.8.3.1 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 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. Daily CQC Reports shall be submitted as required by Section 01451, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

#### 1.8.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC punch list items. The contractor shall 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. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

#### 1.8.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

#### 1.8.3.4 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, the Contractor shall 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 200.

#### 1.8.3.5 Features of Work

The Contractor shall 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 "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

#### 1.8.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing,

transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

#### 1.8.4 Submittal Management

When available, the Government will provide the initial submittal register, ENG Form 4288, SUBMITTAL REGISTER, in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns as described in Section 01330, SUBMITTAL PROCEDURES. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using QCS. RMS-W will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

#### 1.8.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Section 01320, PROJECT SCHEDULE, as applicable. This schedule shall be input and maintained in the QCS database either manually or by using the Standard Data Exchange Format (SDEF) (see Section 01320 PROJECT SCHEDULE). The updated schedule data shall be included with each pay request submitted by the Contractor.

#### 1.8.6 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, and schedule data using SDEF.

### 1.9 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its 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.

#### 1.10 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

##### 1.10.1 File Medium

The Contractor shall submit required data on 3-1/2" double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

#### 1.10.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, project name, project location, data date, name and telephone number of person responsible for the data.

#### 1.10.3 File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

#### 1.11 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The contractor shall 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.

#### 1.12 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 Applicable)

PART 3 EXECUTION (Not Applicable)

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## SECTION 01320

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SECTION 01320  
PROJECT SCHEDULE

PART 1 GENERAL

1.1 ELECTRONIC SCHEDULE REQUIREMENT

The Project Schedule to be prepared by the Contractor shall be electronically prepared using software capable of generating a data file in the Standard Data Exchange Format (SDEF). The Project Schedule shall consist of a network analysis system as described below. In preparing this system the scheduling of Construction is the sole responsibility of the contractor. The requirement for the system is included to assure adequate planning in the execution of the work and to assist the Contracting Officer in appraising the reasonableness of the proposed schedule and evaluating progress of the work for the purposes of payment.

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 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Preliminary Project Schedule; G.  
Initial Project Schedule; G.  
Periodic Schedule Updates; G.

Two copies of the schedules showing codes, values, categories, numbers, items, etc., as required.

Periodic schedule updates schedules shall be submitted together with the monthly progress payment request.

SD-06 Test Reports

Narrative Report.  
Schedule Reports.

Two copies of the reports showing numbers, descriptions, dates, float, starts, finishes, durations, sequences, etc., as required.

SD-07 Certificates

Qualifications; G.

Documentation showing qualifications of personnel preparing schedule reports.

### 1.3 QUALIFICATIONS

The Contractor shall designate an authorized representative who shall be responsible for the preparation of all required project schedule reports. This person shall have previously created and reviewed computerized schedules. Qualifications of this individual shall be submitted to the Contracting Officer for review with the Preliminary Project Schedule submission

### PART 2 PRODUCTS (Not Applicable)

### PART 3 EXECUTION

#### 3.1 GENERAL

Pursuant to the Contract Clause, SCHEDULE FOR CONSTRUCTION CONTRACTS, a Project Schedule as described below shall be prepared. The scheduling of construction shall be the responsibility of the Contractor. Contractor management personnel shall actively participate in its development. Subcontractors and suppliers working on the project shall also contribute in developing and maintaining an accurate Project Schedule. The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

#### 3.2 BASIS FOR PAYMENT

The schedule shall be the basis for measuring Contractor progress. Lack of an approved schedule or scheduling personnel shall result in an inability of the Contracting Officer to evaluate Contractor progress for the purposes of payment. Failure of the Contractor to provide all information, as specified below, shall result in the disapproval of the entire Project Schedule submission and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. In the case where Project Schedule revisions have been directed by the Contracting Officer and those revisions have not been included in the Project Schedule, then the Contracting Officer may hold retainage up to the maximum allowed by contract, each payment period, until revisions to the Project Schedule have been made.

#### 3.3 ELECTRONIC PROJECT SCHEDULE

The computer software system utilized by the Contractor to produce the Project Schedule shall be capable of providing all requirements of this specification. Failure of the Contractor to meet the requirements of this specification shall result in the disapproval of the schedule. Manually generated schedules will not be accepted.

The system noted below is capable of generating a file in the Standard Data Exchange Format (SDEF). All electronic data submittals shall be in SDEF. SDEF information is available from the Contracting Officer.

Vendor/System with SDEF support:

Primavera Systems                      PRIMAVERA PROJECT PLANNER (P3)

### 3.3.1 Use of the Critical Path Method

The Critical Path Method (CPM) of network calculation shall be used to generate the Project Schedule. The Contractor shall provide the Project Schedule in either the Precedence Diagram Method (PDM) or the Arrow Diagram Method (ADM).

### 3.3.2 Level of Detail Required

With the exception of the preliminary schedule submission, the Project Schedule shall include an appropriate level of detail. Failure to develop or update the Project Schedule or provide data to the Contracting Officer at the appropriate level of detail, as specified by the Contracting Officer, shall result in the disapproval of the schedule. The Contracting Officer will use, but is not limited to, the following conditions to determine the appropriate level of detail to be used in the Project Schedule.

#### 3.3.2.1 Activity Durations

Contractor submissions shall follow the direction of the Contracting Officer regarding reasonable activity durations. Reasonable durations are those that allow the progress of activities to be accurately determined between payment periods (usually less than 2 percent of all non-procurement activities' Original Durations shall be greater than 20 days).

#### 3.3.2.2 Procurement Activities

Tasks related to the procurement of long lead materials or equipment shall be included as separate activities in the project schedule. Long lead materials and equipment are those materials that have a procurement cycle of over 90 days. Examples of procurement process activities include, but are not limited to: submittals, approvals, procurement, fabrication, delivery, installation, start-up, and testing.

#### 3.3.2.3 Government Activities

Government and other agency activities that could impact progress shall be shown. These activities include, but are not limited to: approvals, inspections, utility tie-in, Government Furnished Equipment (GFE) and notice to proceed for phasing requirements.

#### 3.3.2.4 Responsibility

All activities shall be identified in the project schedule by the party responsible to perform the work. Responsibility includes, but is not limited to, the subcontracting firm, contractor work force, or government agency performing a given task. The responsible party for each activity shall be identified by the Responsibility Code.

#### 3.3.2.5 Work Areas

All activities shall be identified in the project schedule by the work area in which the activity occurs. Activities shall not be allowed to cover more than one work area. The work area of each activity shall be identified by the Work Area Code.

### 3.3.2.6 Modification or Claim Number

Any activity that is added or changed by contract modification or used to justify claimed time shall be identified by a mod or claim code that changed the activity. Activities shall not belong to more than one modification or claim item. The modification or claim number of each activity shall be identified by the Mod or Claim Number.

### 3.3.2.7 Bid Item

All activities shall be identified in the project schedule by the Bid Item to which the activity belongs. An activity shall not contain work in more than one bid item. The bid item for each appropriate activity shall be identified by the Bid Item Code.

### 3.3.2.8 Feature of Work

All activities shall be identified in the project schedule according to the feature of work to which the activity belongs. Feature of work refers, but is not limited to a work breakdown structure for the project. The feature of work for each activity shall be identified by the Feature of Work Code.

## 3.3.3 Scheduled Project Completion

The schedule interval shall extend from notice-to-proceed to the contract completion date.

### 3.3.3.1 Project Start Date

The schedule shall start no earlier than the date that the Notice to Proceed (NTP) was acknowledged. The Contractor shall include as the first activity in the project schedule an activity called "Start Project". The "Start Project" activity shall have: a "ES" constraint, a constraint date equal to the date that the NTP was acknowledged, and a zero day duration.

### 3.3.3.2 Constraint of Last Activity

Completion of the last activity in the schedule shall be constrained by the contract completion date. Calculation on project updates shall be such that if the early finish of the last activity falls after the contract completion date, then the float calculation shall reflect a negative float on the critical path. The Contractor shall include as the last activity in the project schedule an activity called "End Project". The "End Project" activity shall have: a "LF" constraint, a constraint date equal to the completion date for the project, and a zero day duration.

### 3.3.3.3 Early Project Completion

In the event the project schedule shows completion of the project prior to the contract completion date, the Contractor shall identify those activities that have been accelerated and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. Contractor shall specifically address each of the activities noted at every project schedule update period to assist the Contracting Officer in evaluating the Contractor's ability to actually complete prior to the contract period.

#### 3.3.4 Interim Completion Dates

Contractually specified interim completion dates shall also be constrained to show negative float if the early finish date of the last activity in that phase falls after the interim completion date.

#### 3.3.5 Default Progress Data Disallowed

Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual Start and Finish dates on the CPM schedule shall match those dates provided from Contractor Quality Control Reports. Failure of the Contractor to document the Actual Start and Finish dates on the Daily Quality Control report for every in-progress or completed activity and ensure that the data contained on the Daily Quality Control reports is the sole basis for schedule updating shall result in the disapproval of the Contractor's schedule and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes.

#### 3.3.6 Out-of-Sequence Progress

Activities that have posted progress without predecessors being completed (Out-of-Sequence Progress) will be allowed only on a case-by-case approval of the Contracting Officer. The Contracting Officer may direct that changes in schedule logic be made to correct any or all out-of-sequence work.

#### 3.3.7 Extended Non-Work Periods

Designation of Holidays to account for non-work periods of over 5 days will not be allowed. Non-work periods of over 5 days shall be identified by addition of activities that represent the delays. Modifications to the logic of the project schedule shall be made to link those activities that may have been impacted by the delays to the newly added delay activities.

#### 3.3.8 Negative Lags

Lag durations contained in the project schedule shall not have a negative value.

### 3.4 PROJECT SCHEDULE SUBMISSIONS

The Contractor shall provide the submissions as described below. The data disk, reports, and network diagrams required for each submission are contained in paragraph SUBMISSION REQUIREMENTS.

#### 3.4.1 Preliminary Project Schedule Submission

The Preliminary Project Schedule, defining the Contractor's planned operations for the first 90 calendar days shall be submitted for approval within 20 calendar days after Notice to Proceed is acknowledged. The approved preliminary schedule shall be used for payment purposes not to exceed 90 calendar days after Notice to Proceed.

#### 3.4.2 Initial Project Schedule Submission

The Initial Project Schedule shall be submitted for approval within 60 calendar days after Notice to Proceed. The schedule shall provide a reasonable sequence of activities which represent work through the entire

project and shall be at a reasonable level of detail.

#### 3.4.3 Periodic Schedule Updates

Based on the result of progress meetings, specified in "Periodic Progress Meetings," the Contractor shall submit periodic schedule updates. These submissions shall enable the Contracting Officer or to assess Contractor's progress. If the Contractor fails or refuses to furnish the information and project schedule data, which in the judgement of the Contracting Officer or authorized representative, is necessary for verifying the contractor's progress, the Contractor shall be deemed not to have provided an estimate upon which progress payment may be made.

#### 3.4.4 Standard Activity Coding Dictionary

The Contractor shall submit, with the Initial Project Schedule, a coding scheme that shall be used throughout the project for all activity codes contained in the schedule. The coding scheme submitted shall list the values for each activity code category and translate those values into project specific designations. For example, a Responsibility Code Value, "ELE", may be identified as "Electrical Subcontractor." Activity code values shall represent the same information throughout the duration of the contract. Once accepted with the Initial Project Schedule submission, changes to the activity coding scheme must be accepted by the Contracting Officer.

### 3.5 SUBMISSION REQUIREMENTS

The following items shall be submitted by the Contractor for the initial submission, and every periodic project schedule update throughout the life of the project:

#### 3.5.1 Data Disks

Two data disks or two sets of data disks containing the project schedule shall be provided. Data on the disks shall be in the Standard Data Exchange Format (SDEF), in accordance with ER-1-1-11, PROGRESS, SCHEDULES, AND NETWORK ANALYSIS SYSTEMS, Appendix A, Standard Data Exchange Format Specification (attached at the end of this Project Schedule specification.

##### 3.5.1.1 File Medium

Required data shall be submitted on 3.5-inch disks, formatted to hold 1.44 MB of data, under the MS-Windows operating system.

##### 3.5.1.2 Disk Label

A permanent exterior label shall be affixed to each disk submitted. The label shall indicate the type of schedule (Initial, Update, or Change), full contract number, project name, project location, data date, name and telephone number or person responsible for the schedule, and the operating system and version used to format the disk.

##### 3.5.1.3 File Name

Each file submitted shall have a name related to either the schedule data date, project name, or contract number. The Contractor shall develop a naming convention that will ensure that the names of the files submitted are unique. The Contractor shall submit the file naming convention to the

Contracting Officer for approval.

### 3.5.2 Narrative Report

A Narrative Report shall be provided with each update of the project schedule. This report shall be provided as the basis of the Contractor's progress payment request. The Narrative Report shall include: a description of activities along the critical path(s), a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken.

### 3.5.3 Approved Changes Verification

Only project schedule changes that have been previously approved by the Contracting Officer shall be included in the schedule submission. The Narrative Report shall specifically reference, on an activity by activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes.

### 3.5.4 Schedule Reports

The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float. Actual Start and Actual Finish Dates shall be printed for those activities in progress or completed.

#### 3.5.4.1 Activity Report

A list of all activities sorted according to activity number and then sorted according to Early Start Date. For completed activities the Actual Start Date shall be used as the secondary sort.

#### 3.5.4.2 Logic Report

A list of Preceding and Succeeding activities for every activity in ascending order by activity number and then sorted according to Early Start Date. For completed activities the Actual Start Date shall be used as the secondary sort.

#### 3.5.4.3 Total Float Report

A list of all activities sorted in ascending order of total float. Activities which have the same amount of total float shall be listed in ascending order of Early Start Dates.

#### 3.5.4.4 Earnings Report

A compilation of the Contractor's Total Earnings on the project from the Notice to Proceed until the most recent Monthly Progress Meeting. This report shall reflect the Earnings of specific activities based on the agreements made in the field and approved between the Contractor and Contracting Officer at the most recent Monthly Progress Meeting. Provided that the Contractor has provided a complete schedule update, this report shall serve as the basis of determining Contractor Payment. Activities shall be grouped by bid item and sorted by activity numbers. This report shall: sum all activities in a bid item and provide a bid item percent; and complete and sum all bid items to provide a total project percent complete. The printed report shall contain, for each activity: Activity

Number or "i-node" and "j-node", Activity Description, Original Budgeted Amount, Total Quantity, Quantity to Date, Percent Complete (based on cost), Earnings to Date.

### 3.5.5 Network Diagram

The network diagram shall be required on the initial schedule submission and on monthly schedule update submissions. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The activity or event number, description, duration, and estimated earned value shall be shown on the diagram. The Contracting Officer will use, but is not limited to, the following conditions to review compliance with this paragraph:

#### 3.5.5.1 Continuous Flow

Diagrams shall show a continuous flow from left to right with no arrows from right to left. The activity or event number, description, duration, and estimated earned value shall be shown on the diagram.

#### 3.5.5.2 Project Milestone Dates

Dates shall be shown on the diagram for start of project, any contract required interim completion dates, and contract completion dates.

#### 3.5.5.3 Critical Path

The critical path shall be clearly shown.

#### 3.5.5.4 Banding

Activities shall be grouped to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and/or responsibility.

#### 3.5.5.5 S-Curves

A graph of anticipated earnings (S-Curves) showing cumulative earnings for the duration of the project. The vertical scale shall show earnings/percent complete from 0%-100%. The horizontal scale shall be a time scale showing the calendar months of the project. Three curves shall be plotted on the same graph; the earnings/percent complete based on early finish dates; the earnings/percent complete based on late finish dates; the actual earnings/percent complete to date.

#### 3.5.5.6 Bar Chart

A bar chart covering the previous month's activities and progress, and the planned activities over 3 months projected into the future. The chart shall also include actual and anticipated earnings.

### 3.6 PERIODIC PROGRESS MEETINGS

Progress meetings to discuss payment shall include a monthly onsite meeting or other regular intervals mutually agreed to at the preconstruction conference. During this meeting the Contractor shall describe, on an activity by activity basis, all proposed revisions and adjustments to the project schedule required to reflect the current status of the project. The Contracting Officer will approve activity progress, proposed revisions,

and adjustments as appropriate.

### 3.6.1 Meeting Attendance

The Contractor's Project Manager and Scheduler shall attend the regular progress meeting.

### 3.6.2 Update Submission Following Progress Meeting

A complete update of the project schedule containing all approved progress, revisions, and adjustments, based on the regular progress meeting, shall be submitted not later than 4 working days after the monthly progress meeting.

### 3.6.3 Progress Meeting Contents

Update information, including Actual Start Dates, Actual Finish Dates, Remaining Durations, and Cost-to-Date shall be subject to the approval of the Contracting Officer. The following is a minimum set of items which the Contractor shall address, on an activity by activity basis, during each progress meeting.

#### 3.6.3.1 Start and Finish Dates

The Actual Start and Actual Finish dates for each activity currently in-progress or completed activities.

#### 3.6.3.2 Time Completion

The estimated Remaining Duration for each activity in-progress. Time-based progress calculations must be based on Remaining Duration for each activity.

#### 3.6.3.3 Cost Completion

The earnings for each activity started. Payment will be based on earnings for each in-progress or completed activity. Payment for individual activities will not be made for work that contains quality defects. A portion of the overall project amount may be retained based on delays of activities.

#### 3.6.3.4 Logic Changes

All logic changes pertaining to Notice to Proceed on change orders, change orders to be incorporated into the schedule, contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, lag durations, and other changes that have been made pursuant to contract provisions shall be specifically identified and discussed.

#### 3.6.3.5 Other Changes

Other changes required due to delays in completion of any activity or group of activities include: 1) delays beyond the Contractor's control, such as strikes and unusual weather. 2) delays encountered due to submittals, Government Activities, deliveries or work stoppages which make re-planning the work necessary, and 3) a schedule which does not represent the actual prosecution and progress of the work.

## 3.7 REQUESTS FOR TIME EXTENSIONS

In the event the Contractor requests an extension of the contract

completion date, he shall furnish such justification, project schedule data and supporting evidence as the Contracting Officer may deem necessary for a determination as to whether or not the Contractor is entitled to an extension of time under the provisions of the contract. Submission of proof of delay, based on revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is obligatory to any approvals.

### 3.7.1 Justification of Delay

The project schedule shall clearly display that the Contractor has used, in full, all the float time available for the work involved with this request.

The Contracting Officer's determination as to the number of allowable days of contract extension shall be based upon the project schedule updates in effect for the time period in question, and other factual information. Actual delays that are found to be caused by the Contractor's own actions, which result in the extension of the schedule, will not be a cause for a time extension to the contract completion date.

### 3.7.2 Submission Requirements

The Contractor shall submit a justification for each request for a change in the contract completion date of under 2 weeks based upon the most recent schedule update at the time of the Notice to Proceed or constructive direction issued for the change. Such a request shall be in accordance with the requirements of other appropriate Contract Clauses and shall include, as a minimum:

- a. A list of affected activities, with their associated project schedule activity number.
- b. A brief explanation of the causes of the change.
- c. An analysis of the overall impact of the changes proposed.
- d. A sub-network of the affected area.

Activities impacted in each justification for change shall be identified by a unique activity code contained in the required data file.

### 3.7.3 Additional Submission Requirements

For any requested time extension of over 2 weeks, the Contracting Officer may request an interim update with revised activities for a specific change request. The Contractor shall provide this disk within 4 days of the Contracting Officer's request.

## 3.8 DIRECTED CHANGES

If Notice to Proceed (NTP) is issued for changes prior to settlement of price and/or time, the Contractor shall submit proposed schedule revisions to the Contracting Officer within 2 weeks of the NTP being issued. The proposed revisions to the schedule will be approved by the Contracting Officer prior to inclusion of those changes within the project schedule. If the Contractor fails to submit the proposed revisions, the Contracting Officer may furnish the Contractor suggested revisions to the project schedule. The Contractor shall include these revisions in the project schedule until revisions are submitted, and final changes and impacts have been negotiated. If the Contractor has any objections to the revisions

furnished by the Contracting Officer, the Contractor shall advise the Contracting Officer within 2 weeks of receipt of the revisions. Regardless of the objections, the Contractor shall continue to update the schedule with the Contracting Officer's revisions until a mutual agreement in the revisions is reached. If the Contractor fails to submit alternative revisions within 2 weeks of receipt of the Contracting Officer's proposed revisions, the Contractor will be deemed to have concurred with the Contracting Officer's proposed revisions. The proposed revisions will then be the basis for an equitable adjustment for performance of the work.

### 3.9 OWNERSHIP OF FLOAT

Float available in the schedule, at any time, shall not be considered for the exclusive use of either the Government or the Contractor.

-- End of Section --

## STANDARD DATA EXCHANGE FORMAT SPECIFICATION

## PART 1- GENERAL

**1. Application of This Provision:** The Standard Data Exchange Format (SDEF) provides a nonproprietary protocol to exchange project planning and progress data between scheduling systems.

**2. File Type and Format:** The data file shall consist of a 132 character, freed format, "ASCII" file. Text shall be left-justified and numbers shall be right-justified in each field. Data records must conform, exactly, to the sequence, column position, maximum length, mandatory values, and field definitions described below to comply with the SDEF. Unless specifically stated, all numbers shall be whole numbers. Fields containing numbers shall not be zero filled. All data columns shall be separated by a single blank column. The file shall not contain blank lines.

**3. Usage Notes:** Where appropriate, notes regarding proper usage of systems to support the SDEF have been included in brackets ( [ ] ). These notes are included to assist users in creating SDEFcompatible files, given the variety of software systems that support the SDEF.

**4. Recommended Systems:** Several systems have been tested to determine the accuracy of importing and exporting SDEF files. For information on the current list of recommended systems please contact Mr. Brad James at HQUSACE, (202) 761-5541. Although the currently listed system have been tested other systems may also be acceptable provided those systems correctly import and export SDEF files.

**5. SDEF Checker Program:** To verify SDEF files meet the specified guidelines download the SDEF Checker utility from the winrms website. Go to <http://winrms.usace.army.mil>, click on the **User Manuals** Link to the left and then click on the **P3 SDEF** Link to the left.

## PART 2- SDEF SPECIFICATION

**6. SDEF Organization:** The SDEF shall consist of the following records provided in the exact sequence shown below:

\* Change in POC information.

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Paragraph Record

<u>Reference</u>	<u>Description</u>	<u>Remarks</u>
6.a	Volume Record	Mandatory First Line of File
6.b	Project Record	Mandatory Second Line of File
6.c	Calendar Record(s)	Mandatory One Record Minimum
6.d	Holiday Record(s)	Mandatory if Holidays Used
6.e	Activity Record(s)	Mandatory Records
6.f	Precedence Record(s)	Mandatory for Precedence
6.g	Unit Cost Record(s)	Mandatory for Unit Costs
6.h	Progress Record(s)	Mandatory Records
6.i	File End Record	Mandatory Last Line of Disk/File

**6.a. Volume Record:** The Volume Record shall be used to control the transfer of data that may not fit on a single disk. The first line in every file used to store SDEF data shall be the Volume Record. The Volume Record shall sequentially identify the number of the data transfer disk(s). The Volume Record shall have the following format:

<u>Description</u>	<u>Column</u>	<u>Max.</u>	<u>Req.</u>	<u>Type</u>	<u>Notes</u>
	<u>Position</u>	<u>Len.</u>	<u>Value</u>		
RECORD IDENTIFIER	1 - 4	4	VOLM	Fixed	Filled
DISK NUMBER	6 - 7	2	√	Number	Right Justified

6.a.(1) The RECORD IDENTIFIER is the first four characters of this record. The required value for this field shall be "VOLM". The VOLM record must appear on the first line of the SDEF data file.

6.a.(2) The DISK NUMBER field shall identify the number of the data disk used to store the data exchange information. If all data may be contained on a single disk, this field shall contain the value of "1". If more disks are required, then the second disk shall contain the value "2", the third disk shall be designated with a "3", and so on. Identification of the last data disk is accomplished in the Reject End Record.

**6.b. Project Record:** The Project Identifier Record shall contain general project information. Because more than one SDEF file may be required for data transfer between large projects, the PROJ record shall be the second line of the first SDEF file transferred. The PROJ record shall contain information in the following format:

<u>Description</u>	<u>Column Position</u>	<u>Max. Len.</u>	<u>Req. Value</u>	<u>Type</u>	<u>Notes</u>
RECORD IDENTIFIER	1- 4	4	PROJ	Fixed	Filled
DATA DATE	6- 12	7	√	ddmmyy	Filled
PROJECT IDENTIFIER	14-17	4	√	Alpha.	Left Justified
PROJECT NAME	19-66	48	√	Alpha.	Left Justified
CONTRACTOR NAME	68-103	36	√	Alpha.	Left Justified
ARROW OR PRECEDENCE	105-105	1	A,P	Fixed	Filled
CONTRACT NUMBER	107-112	6	√	Alpha.	Left Justified
PROJECT START	114-120	7	√	ddmmyy	Filled
PROJECT END	122-128	7	√	ddmmyy	Filled

6.b.(1) The RECORD IDENTIFIER is the first four characters of this record. The required value for this field shall be "PROJ". This record shall contain the general project information and indicates which scheduling method shall be used.

6.b.(2) The DATA DATE is the date of the schedule calculation. The abbreviation "ddmmyy" refers to a date format that shall translate a date into two numbers for the day, three letters for the month, and two numbers for the year. For example, March 1, 1999 shall be translated into 01Mar99. This same convention for date formats shall be used throughout the entire data format. To ensure that dates are translated consistently, the following abbreviations shall be used for the three character month code:

Abbreviation Month

JAN	January
FEB	February
MAR	March
APR	April
MAY	May
JUN	June
JUL	July
AUG	August
SEP	September
OCT	October
NOV	November
DEC	December

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6.b.(3) The PROJECT IDENTIFIER is a maximum four character abbreviation for the schedule. These four characters shall be used to uniquely identify the project and specific update as agreed upon by Contractor and Contracting Officer. When utilizing scheduling software these four characters shall be used to select the project. Software manufacturers shall provide information to users to ensure that data importing programs do not automatically overwrite other schedules with the same PROJECT IDENTIFIER.

6.b.(4) The PROJECT NAME field shall contain the name and location of the project edited to fit the space provided. The data appearing here shall appear on scheduling software reports. The abbreviation "Alpha." refers to an "Alphanumeric" field value and shall be used throughout the remainder of this specification.

6.b.(5) The CONTRACTOR NAME field shall contain the Construction Contractor's name, edited to fit the space provided.

6.b.(6) The ARROW OR PRECEDENCE field shall indicate which method shall be used for calculation of the schedule. The value "A" shall signify the Arrow Diagramming Method. The value "P" shall signify the Precedence Diagramming Method. The ACTIVITY ID field of the Activity Record shall be interpreted differently depending on the value of this field. The Precedence Record shall be required if the value of this field is "P". [Usage note: software systems may not support both arrow and precedence diagramming. It is recommended that the selection of the type of network be based on the capabilities of the software used by project partners.]

6.b.(7) The CONTRACT NUMBER field shall contain the contract number for the project. For example, the construction contract number DACA85-89-C-0001 shall be entered into this field as "890001".

6.b.(8) The PROJECT START field shall contain the date that the Contractor acknowledges the Notice to Proceed (NTP). [Usage note: Software systems may use a project start date to constrain the first activity of a network. To ensure consistent scheduling calculations across products, it is recommended that the first activity in the schedule contain an EARLY START constraint and a software system's PROJECT START date only be used to report on the project's start date.]

6.b.(9) The PROJECT END field shall contain the date that the Contractor plans to complete the work as approved by the Contracting Officer. [Usage note: software systems may use a project end date to constrain the last activity of a network. To ensure consistent scheduling calculations across products, it is recommended that the last activity in the schedule contain an EARLY START constraint and a software system's PROJECT END date only be used to report on the project's end date.]

**6.c. Calendar Record:** The Calendar Record(s) shall follow the Project Identifier Record in the first disk of data transferred. A minimum of one Calendar Record shall be required for all data exchange activity files. The format for the Calendar Record shall be as follows:

<u>Description</u>	<u>Column Position</u>	<u>Max. Len.</u>	<u>Req. Value</u>	<u>Type</u>	<u>Notes</u>
RECORD IDENTIFIER	1 - 4	4	CLDR	Fixed	Filled
CALENDAR CODE	6 - 6	1	√	Alpha.	Filled
WORKDAYS	8 - 14	7	SMTWTFS	Fixed	Filled
CALENDAR DESCRIPTION	16-45	30	√	Alpha.	Left Justified

6.c.(1) The RECORD IDENTIFIER shall always begin with "CLDR" to identify it as a Calendar Record. Each Calendar Record used shall have this identification in the first four columns. [Usage note: Systems contain a variety of calendar options. It is recommended that the least common denominator of calendar features between the systems be used as the basis for creating the SDEF file for a given project.]

6.c.(2) The CALENDAR CODE shall be used in the activity records to signify that this calendar is associated with the activity. [Usage note: Some systems do not allow for alphanumeric CALENDAR CODES, but only allow positive integers from 1 to 9. It is recommended that only positive integers be used for the CALENDAR CODE field to support the widest variety of scheduling systems.]

6.c.(3) The WORKDAYS field shall contain the work-week pattern selected with "Y", for Yes, and "N", for No. The first character shall be Sunday and the last character Saturday. An example of a typical five (5) day work-week would be NYYYYYN. A seven (7) day work-week would be YYYYYYY.

6.c.(4) The CALENDAR DESCRIPTION shall be used to briefly describe the calendar used.

**6.d. Holiday Record:** The Holiday Record(s) shall follow the Calendar Record(s) in the first disk of data transferred. There may be calendars without any holidays designated or several Holiday Records for each Calendar Record(s). The format for the Holiday Record shall be as follows:

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<u>Description</u>	<u>Column Position</u>	<u>Max. Len.</u>	<u>Req. Value</u>	<u>Type</u>	<u>Notes</u>
RECORD IDENTIFIER	1 - 4	4	HOLI	Fixed	Filled
CALENDAR CODE	6 - 6	1	√	Alpha.	Filled
HOLIDAY DATE	8 - 14	7	√	ddmmyy	Filled
HOLIDAY DATE	16-22	7	-	ddmmyy	May be Filled
HOLIDAY DATE	24-30	7	-	ddmmyy	May be Filled
HOLIDAY DATE	32-38	7	-	ddmmyy	May be Filled
HOLIDAY DATE	40-46	7	-	ddmmyy	May be Filled
HOLIDAY DATE	48-54	7	-	ddmmyy	May be Filled
HOLIDAY DATE	56-62	7	-	ddmmyy	May be Filled
HOLIDAY DATE	64-70	7	-	ddmmyy	May be Filled
HOLIDAY DATE	72-78	7	-	ddmmyy	May be Filled
HOLIDAY DATE	80-86	7	-	ddmmyy	May be Filled
HOLIDAY DATE	88-94	7	-	ddmmyy	May be Filled
HOLIDAY DATE	96-102	7	-	ddmmyy	May be Filled
HOLIDAY DATE	104-110	7	-	ddmmyy	May be Filled
HOLIDAY DATE	112-118	7	-	ddmmyy	May be Filled
HOLIDAY DATE	120-126	7	-	ddmmyy	May be Filled

6.d.(1) The RECORD IDENTIFIER shall always begin with "HOLI". Each Holiday Record used shall have this identification in the first four columns.

6.d.(2) The CALENDAR CODE indicates which work-week calendar the holidays shall be applied to. More than one HOLI record may be used for a given CALENDAR CODE.

6.d.(3) The HOLIDAY DATE shall contain the date of each individual non-work day.

**6.e. Activity Records:** Activity Records shall follow any Holiday Record(s). If there are no Holiday Record(s), then the Activity Records shall follow the Calendar Record(s). There shall be one Activity Record for every activity in the network. Each activity shall have one record in the following format:

<u>Description</u>	<u>Column Position</u>	<u>Max. Len.</u>	<u>Req. Value</u>	<u>Type</u>	<u>Notes</u>
RECORD IDENTIFIER	1 - 4	4	ACTV	Fixed	Filled
ACTIVITY ID	6 - 15	10	√	Integer	See Comment Below
ACTIVITY DESCR.	17-46	30	√	Alpha.	Left Justified
ACTIVITY DURATION	48-50	3	√	Integer	Right Justified
CONSTRAINT DATE	52-58	7		ddmmyy	May be Filled
CONSTRAINT TYPE	60-61	2		ES or LF	May be Filled
CALENDAR CODE	63-63	1	√	Alpha.	Filled
HAMMOCK CODE	65-65	1	Y, blank	Fixed	May be Filled
WORKERS PER DAY	67-69	3		Integer	Right Justified
RESPONSIBILITY CODE	71-74	4		Alpha.	Left Justified
WORK AREA CODE	76-79	4		Alpha.	Left Justified
MOD OR CLAIM NO.	81-86	6		Alpha.	Left Justified
BID ITEM	88-93	6		Alpha.	Left Justified
PHASE OF WORK	95-96	2		Alpha.	Left Justified
CATEGORY OF WORK	98-98	1		Alpha.	May be Filled
FEATURE OF WORK	100-128	30		Alpha.	Left Justified

6.e.(1) The RECORD IDENTIFIER for each activity description record must begin with the four character "ACTV" code. This field shall be used for both the Arrow Diagram Method (ADM) and Precedence Diagram Method (PDM),

6.e.(2) The ACTIVITY ID consists of coding that shall differ, depending on whether the ADM or PDM method was selected in the Project Record. If the ADM method was selected then the field shall be interpreted as two right-justified fields of five (5) integers each. If the PDM method was selected the field shall be interpreted as one (1) right-justified field of ten (10) integers each. The maximum activity number allowed under this arrangement is 99999 for ADM and 999999999 for the PDM method. [Usage note: Many systems allow alphanumeric ACTIVITY IDs. While the SDEF does not strictly, allow the use of alphanumeric values, users may agree to use the ACTIVITY ID field to exchange alphanumeric data. It is recommended that the ACTIVITY ID be restricted to integers when one or more of the systems being used for scheduling allows only integer ACTIVITY ID values.]

6.e.(3) The ACTIVITY DESCRIPTION shall be a maximum of 30 characters. Descriptions must be limited to the space provided.

6.e.(4) The ACTIVITY DURATION contains the estimated original duration for the activity on the schedule. The duration shall be based upon the work-week designated by the activity's related calendar.

6.e.(5) The CONSTRAINT DATE field shall be used to identify a date that the scheduling system may use to modify float calculations. If there is a date in this field, then there must be a valid entry in the CONSTRAINT TYPE field.

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6.e.(6) The CONSTRAINT TYPE field shall be used to identify the way that the scheduling system shall use the CONSTRAINT DATE to modify schedule float calculations. If there is a value in this field, then there must be a valid entry in the CONSTRAINT DATE field. The valid values for the CONSTRAINT TYPE are as follows:

<u>Code</u>	<u>Definition</u>
ES	The CONSTRAINT DATE shall replace an activity's early start date, if the early start date is prior to the CONSTRAINT DATE.
LF	The CONSTRAINT DATE shall replace an activity's late finish date, if the late finish date is after the CONSTRAINT DATE.

[Usage note: Systems provide a wide variety of constraint types that may not be supported by other systems. It is recommended that constraint types be restricted to the values above regardless of the capabilities of the various systems being used for scheduling.]

6.e.(7) The CALENDAR CODE relates this activity to an appropriate work-week calendar. The ACTIVITY DURATION must be based on the valid work-week referenced by this CALENDAR CODE field.

6.e.(8) The HAMMOCK CODE indicates that a particular activity does not have its own independent duration, but takes its start dates from the start date of the preceding activity (or node) and takes its finish dates from the finish dates of its succeeding activity (or node). If the value of the HAMMOCK CODE field is "Y", then the activity is a hammock activity.

6.e.(9) The WORKERS PER DAY shall contain the average number of workers expected to work on the activity each day the activity is in progress. If this code is required by project scheduling specifications, values for this data will be right justified. Activities without workers per day shall have a value of "0".

6.e.(10) The RESPONSIBILITY CODE shall identify the subcontractors or major trade involved with completing the work for the activity. If this code is required by project scheduling specifications, value for this data will be left justified.

6.e.(11) The WORK AREA CODE shall identify the location of the activity within the project. If this code is required by project scheduling specifications, value for this data will be left justified.

6.e.(12) The MOD OR CLAIM NUMBER shall uniquely identify activities that are added or changed on a construction contract modification, or activities that justify any claimed time extensions. If this code is required by project scheduling specifications, value for this data will be left justified.

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6.e.(13) The BID ITEM shall identify the bid item number associated with each activity. If this code is required by project scheduling specifications, value for this data will be left justified.

6.e.(14) The PHASE OF WORK shall identify the timing of a specific activity within the entire project. If this code is required by project scheduling specifications, value for this data will be left justified.

6.e.(15) The CATEGORY OF WORK shall identify the general type of work performed by every activity. If this code is required by project scheduling specifications, value for this data will be placed in the field.

6.e.(16) The FEATURE OF WORK shall identify a very broad designation of the general type of work that is being accomplished by the activity. If this code is required by project scheduling specifications, value for this data will be left justified. [Usage note: Many systems require that FEATURE OF WORK values be placed in several activity code fields. It is recommended that users review SDEF documentation to determine the correct way to use a given software system to produce the FEATURE OF WORK code.]

**6.f. Precedence Record:** The Precedence Record(s) shall follow the Activity Records if a Precedence Diagram Method schedule (PDM) is identified in the ARROW OR PRECEDENCE field of the Project Record. The Precedence Record has the following format:

<u>Description</u>	<u>Column</u>	<u>Max.</u>	<u>Req.</u>	<u>Type</u>	<u>Notes</u>
	<u>Position</u>	<u>Len.</u>	<u>Value</u>		
RECORD IDENTIFIER	1 - 4	4	PRED	Fixed	Filled
ACTIVITY ID	6-15	10	√	Integer	See Comment Below
PRECEDING ACTIVITY	17 -26	10	√	Integer	See Comment Below
PREDECESSOR TYPE	28-28	1	√	S, F, C	Filled
LAG DURATION	30-33	4	√	Integer	Right Justified

6.f.(1) The RECORD IDENTIFIER shall begin with the four characters "PRED" in the first four columns of the record.

6.f.(2) The ACTIVITY ID identifies the activity whose predecessor shall be specified in this record.

6.f.(3) The PRECEDING ACTIVITY number is the number of an activity that precedes the activity noted in the ACTIVITY ID field.

6.f.(4) The PREDECESSOR TYPE field indicates the type of relation that exists between the chosen pair of activities. Valid PREDECESSOR TYPE fields areas follows:

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<u>Code</u>	<u>Definition</u>
S	Start-to-Start relation
F	Finish-to-Finish relation
C	Finish-to-Start relation

[Usage note: Some systems provide additional predecessor types that may not be supported by all other systems. It is recommended that predecessor types be restricted to the values above regardless of the capabilities of the various systems being used for scheduling.]

6.f.(5) The LAG DURATION field contains the number of days delay between the preceding and current activity. [Usage note: Some systems allow negative values for the LAG DURATION. Because these values are not supported by all other systems, it is recommended that values be restricted to zero and positive integers.]

**6.g. Unit Cost Record:** The Unit Cost Record shall follow all Precedence Records. If the schedule utilizes the Arrow Diagram Method, then the Unit Cost Record shall follow any Activity records. There shall be one Unit Cost Record for every activity that is not a lump sum activity. [Usage note: (1) It is recommended that users who wish to exchange unit cost data contact SDEF vendor representatives to determine the ability of the software system to import/export unit cost information. (2) If the software being used by each member of the project team supports unit cost data then users may wish to conduct a trial run of the SDEF data exchange with a two or three-activity network to ensure that unit cost data transfers as expected. If problems are found please consult vendor representatives for resolution prior to exchange of full project schedules. (3) Unit cost record data does not, in most systems, result in the correct values being placed in the ACTIVITY COST and COST TO DATE fields of the Progress (PROG) Record. Users must, at this time, manually transfer the data from the Unit Cost Record to the Progress Record.

The fields for this record shall take the following format:

<u>Description</u>	<u>Column Position</u>	<u>Max. Len.</u>	<u>Req. Value</u>	<u>Type</u>	<u>Notes</u>
RECORD IDENTIFIER	1 - 4	4	UNIT	Fixed	Filled
ACTIVITY ID	6-15	10	√	Integer	See Comment Below
TOTAL QTY	17-29	13	√	Format 8.4	Right Justified
COST PER UNIT	31-43	13	√	Format 8.4	Right Justified
QTY TO DATE	45-57	13	√	Format 8.4	Right Justified
UNIT OF MEASURE	59-61	3	√	Alpha.	Left Justified

6.g.(1) The RECORD IDENTIFIER shall be identified with the four characters "UNIT" placed in the first four columns of the record.

6.g.(2) The ACTIVITY ID for each activity shall match the format described in the activity record. Each activity may have only one Unit Cost Record.

6.g.(3) The TOTAL QTY is the total amount of material to be used in this activity. This number consists of eight digits, one decimal point and four more digits. An example of a number in this format is "11111111.1111". If decimal places are not needed this field shall still contain a ".0000" in columns 25-29. [Usage note: Many systems support a different format for this value that does not include as many decimal places. It is recommended that users determine their requirements for significant digits based on the lowest common denominator of the software systems being used for a given project.]

6.g.(4) The COST PER UNIT is the cost, in dollars and cents, for each unit to be used in this activity. This number consists of eight digits, one decimal point, and four more digits. An example of a number in this format is "11111111.1111". If decimal places are not needed this field shall still contain a ".0000" in columns 39-43. [Usage note: Many systems support a different format for this value that does not include as many decimal places. It is recommended that users determine their requirements for significant digits based on the lowest common denominator of the software systems being used for a given project.]

6.g.(5) The QTY TO DATE is the quantity of material installed in this activity up to the data date. This number consists of eight digits, one decimal point, and four more digits. An example of a number in this format is "11111111.1111". If decimal places are not needed this field shall still contain a ".0000" in columns 53-57. [Usage note: Many systems support a different format for this value that does not include as many decimal places. It is recommended that users determine their requirements for significant digits based on the lowest common denominator of the software systems being used for a given project.]

6.g.(6) The UNIT OF MEASURE is an abbreviation that may be used to describe the units being measured for this activity. Valid values for this field are any meaningful English or metric unit, except "LS" for Lump Sum. Lump Sum activities are not to have Unit Cost Records.

**6.h. Progress Record:** Progress Record(s) shall follow all Unit Cost Record(s). If there are no Unit Cost Record(s), then the Progress Record(s) shall follow all Precedence Records. If the schedule utilizes the Arrow Diagram Method, then the Progress Record shall follow any Activity Records. One Progress Record is required for every activity in the Activity Record. The fields for this Record shall be provided in the following format:

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<u>Description</u>	<u>Column</u> <u>Position</u>	<u>Max.</u> <u>Len.</u>	<u>Req.</u> <u>Value</u>	<u>Type</u>	<u>Notes</u>
RECORD IDENTIFIER	1-4	4	PROG	Fixed	Filled
ACTIVITY ID	6-5	10	√	Integer	See Comment Below
ACTUAL START DATE	17-23	7	√	ddmmyy	Filled if Started
ACTUAL FINISH DATE	25-31	7	√	ddmmyy	Filled if Finished
REMAINING DURATION	33-35	3	√	Integer	Right Justified
ACTIVITY COST	37-48	12	√	Format 9.2	Right Justified
COST TO DATE	50-61	12	√	Format 9.2	Right Justified
STORED MATERIAL	63-74	12	√	Format 9.2	Right Justified
EARLY START DATE	76-82	7	√	ddmmyy	Filled if Not Started
EARLY FINISH DATE	84-90	7	√	ddmmyy	Filled if Not Finished
LATE START DATE	92-98	7	√	ddmmyy	Filled if Not Started
LATE FINISH DATE	100-1067		√	ddmmyy	Filled if Not Finished
FLOAT SIGN	108-1081		+,-	Fixed	Filled if Not Finished
TOTAL FLOAT	110-1123		√	Integer	R. Just. if Not Finished

6.h.(1) The RECORD IDENTIFIER shall begin with the four characters "PROG" in the first four columns of the record.

6.h.(2) The ACTIVITY ID for each activity for which progress has been posted shall match the format described in the Activity Record.

6.h.(3) An ACTUAL START DATE is required for all in-progress activities. The ACTUAL START DATE shall be the same as, or later than, the PROJECT START date contained in the Project Record. The ACTUAL START DATE shall also be the same as, or prior to, the DATA DATE contained in the Project Record. If there is an ACTUAL START DATE for an activity that there must also be a REMAINING DURATION, and the values for the EARLY START DATE and LATE START DATE are blank. [Usage note: Some systems allow default values for ACTUAL START DATE if the date is not entered by the user. Because the failure to include a start date for activities may result in different schedule calculations, it is recommended that the ACTUAL START DATE be required for all activities in progress.]

6.h.(4) An ACTUAL FINISH DATE is required for all completed activities. If the REMAINING DURATION of an activity is zero, then there must be an ACTUAL FINISH DATE. If there is an ACTUAL FINISH DATE, then values for the EARLY START DATE, LATE START DATE, EARLY FINISH DATE, LATE FINISH DATE, FLOAT SIGN, and TOTAL FLOAT shall be blank. [Usage note: Some systems allow default values for ACTUAL FINISH DATE if the date is not entered by the user. Because the failure to include a finish date for activities may result in different schedule calculations, it is recommended that the ACTUAL FINISH DATE be required for all activities in progress.]

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6.h.(5) REMAINING DURATION is required for all activities. Activities that have not started shall have a remaining duration equal to their original duration. Activities completed based on time, shall have a zero (0) REMAINING DURATION. [Usage note: Systems have a variety of "short-cut" methods to determine the REMAINING DURATION value. It is recommended that users actually consider the time required to complete the remaining work on a given task, rather than allow a system to calculate the remaining duration based on the amount of work that has already been accomplished.]

6.h.(6) The ACTIVITY COST contains the estimated earned value of the work to be accomplished in the activity. An example of a number in this format is "1111111 11.11". If decimal places are not needed this field shall still contain a ".00" in the last three columns of this field. [Usage note: Users should inquire of software vendors if the user needs to add a zero in the data field to produce the default value "0.00".]

6.h.(7) The COST TO DATE contains the earned value for the activity. If there is an ACTUAL START DATE, then there must also be some value for COST TO DATE. An example of a number in this format is "11111111.11". If decimal places are not needed, this field shall still contain a ".00" in the last three columns of this field. The COST TO DATE is not tied to REMAINING DURATION. For example, if the REMAINING DURATION is "0", the COST TO DATE may only be 95% of the ACTIVITY COST. This difference may be used to reflect 5% retainage for punch list items. [Usage note: Systems implement cost information in different ways. It is recommended that users carefully review SDEF documentation and test results to determine how to ensure that SDEF data is exported correctly.]

6.h.(8) The STORED MATERIAL field contains the value of the material that the Contractor has paid for and is on site or in secure storage areas that is a portion of the COST TO DATE. An example of a number in this format is "11111111.11". If decimal places are not needed, this field shall still contain a ".00" in the last three columns of this field. [Usage note: Systems implement the stored materials field in a variety of ways. Many systems do not enforce STORED MATERIAL + COST TO DATE < ACTIVITY COST. To avoid potential confusion between systems, it is recommended that new activities be added to a schedule to reflect the cost of large equipment procurement rather than use the STORED MATERIALS field.]

6.h.(9) The EARLY START DATE indicates the earliest date possible that an activity can start as calculated by a CPM scheduling system or other Contracting Officer approved planning method. If the progress record for an activity contains an ACTUAL START DATE, then this field shall be blank.

6.h.(10) The EARLY FINISH DATE indicates the earliest date possible that an activity can finish as calculated by a CPM scheduling system or other Contracting Officer approved planning method. If the progress record for an activity contains an ACTUAL FINISH DATE, then this field shall be blank.

6.h.(11) The LATE START DATE indicates the latest date that an activity can begin as calculated by a CPM scheduling system or other Contracting Officer approved planning method. If the progress record for an activity contains an ACTUAL START DATE, then this field shall be blank.

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6.h.(12) The LATE FINISH DATE indicates the latest date that an activity can finish as calculated by a CPM scheduling system or other Contracting Officer approved planning method. If the progress record for an activity contains an ACTUAL FINISH DATE, then this field shall be blank.

6.h.(13) The FLOAT SIGN indicates whether the float time calculated using a CPM scheduling system or other Contracting Officer approved planning method, is positive or negative in nature. If the progress record for an activity contains an ACTUAL FINISH DATE, then this field shall be blank. In the case of zero float this field shall be blank.

6.h.(14) The TOTAL FLOAT indicates the total float time. In the Precedence Diagram Method (PDM), the total float is the difference between the early and late start or finish dates. In the Arrow Diagram Method (ADM), the total float is equal to the late event time at the end of the activity, minus the sum of the early event time at the start of the activity plus the duration of the activity.

**6.i. Project End Record:** The Project End Record shall be used to identify that the data file is completed. If the ASCII End of File character is encountered, then data import programs shall use that character to infer that the data continues on the next disk. The user shall then be prompted for the next disk number, based on the VOLM record data. The Project End Record shall be the last record of the entire data file, and shall have the following format:

<u>Description</u>	<u>Column</u>	<u>Max.</u>	<u>Req.</u>	<u>Type</u>	<u>Notes</u>
	<u>Position</u>	<u>Len.</u>	<u>Value</u>		
RECORD IDENTIFIER	1-3	3	END	Fixed	Filled

6.i.(1) The RECORD IDENTIFIER for the Project End Record shall be "END". Data contained in the data exchange file that occurs after this record shall not be used.

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## SECTION 01330

## SUBMITTAL PROCEDURES

## PART 1 GENERAL

## 1.1 SUBMITTAL IDENTIFICATION

Submittals required are identified by SD numbers and titles as follows:

## SD-01 Preconstruction Submittals

Project Schedule.  
Submittal Register.  
Safety Plan.  
Construction Quality Control Plan.  
Environmental Control Plan.  
Waste Management Plan.

## SD-02 Shop Drawings

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.  
Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the contractor for integrating the product or system into the project.  
Drawings prepared by or for the contractor to show how multiple systems and interdisciplinary work will be coordinated.

## SD-06 Test Reports

Report signed by an authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with the specified requirements. (Testing must have been within three years of date of contract award for the project, unless otherwise specified.)  
Report which includes findings of a test required to be performed by the contractor on an actual portion of the work or prototype prepared for the project before shipment to the job site.  
Report which includes findings of a test made at the job site or on a sample taken from the job site, on portion of work during or after installation.  
Investigation reports.  
Final testing and acceptance reports.

## SD-07 Certificates

Statements signed by a responsible official of the company that manufactured a product, system or material attesting that product, system or material meets the specified requirements. Must be dated after award of the project contract, clearly name the project and identify the product, system or material being certified, including the specified required being met.  
Documentation required of the Contractor, or of a supplier, installer or subcontractor through the contractor, the purpose of which is to

verify the orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel qualifications.

## 1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

### 1.2.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

### 1.2.2 Information Only

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

## 1.3 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the CQC requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

## 1.4 DISAPPROVED SUBMITTALS

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

## 1.5 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained and/or complete, satisfactory "FIO" submittals have not been received by the Government.

## 1.6 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 this Section.

SD-01 Preconstruction Submittals

Submittal Register (ENG Form 4288); G.  
Monthly updates (ENG form 4288)

Four copies of the completed ENG Form 4288.

Two copies of the monthly update as specified shall be submitted together with the monthly progress payment requests.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative and each item shall be stamped, signed, and dated by the CQC representative 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. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

3.2 SUBMITTAL REGISTER

At the end of this section is one set of Submittal Forms listing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor shall use the government-provided software, QCS (see Section 01312), to create the ENG Form 4288. The Contractor is responsible for completing the columns labeled: Activity Number, Transmittal Number, and Contract Schedule Dates on the submittal register form. The completed Submittal Register shall be submitted to the Contracting Officer for approval within 30 calendar days after Notice to Proceed. The submit dates and need dates in the submittal register shall be coordinated with the dates in the Contractor's progress schedule. Updates to the Submittal Register showing the Contractor action codes and actual submittal dates with Government action codes and action dates shall be submitted monthly together with the monthly payment request, or until all submittals have been satisfactory completed. When the progress schedule is revised, the submittal register shall also be revised and both resubmitted for approval. The approval submittal register will serve as a scheduling document for submittals and will be used to control submittal actions throughout the contract period.

3.3 SCHEDULING

Submittals covering component items forming a system or items that are

interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in incorrect, incomplete and/or late submittals. An additional 15 calendar days shall be allowed and shown on the register for review and approval of submittals for food service equipment, fire sprinkler and fire alarm systems, and refrigeration and HVAC control systems.

#### 3.4 TRANSMITTAL FORM (ENG FORM 4025)

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

##### 3.4.1 USE

A transmittal form (ENG Form 4025) shall be used for submitting both Government approved and information only submittals. The Contractor shall use the government provided software, QCS (see Section 01312), to create the Eng Form 4025. A separate transmittal form shall be used for each specification section. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number the contract drawings pertinent to the date submitted or each item.

##### 3.4.2 NUMBERING

Transmittals shall be numbered. The transmittal number shall consist of 2 parts, the specification number and the sequence number, e.g. 01330-001. Each specification section shall begin with the sequence number, 001. Resubmittals shall be identified by a decimal number appended to the original transmittal number, e.g. 01330-001.1, shall identify resubmittals.

#### 3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

##### 3.5.1 Procedures

The Contractor shall establish procedures for purchasing materials and equipment, subcontracting, and processing of shop drawings, outlining the responsibilities at each level to insure that adequate review and approval, timely delivery, verification of procedures and proper storage are provided. Delays in the review and approval process shall not be given consideration for a time extension or additional cost, when such delays are the result of the Contractor's late submittal or failure to provide proper submittals; or make corrections in compliance with the contract documents or the Contracting Officer's comments; or provide a resubmittal because if an unacceptable original submittal.

Submittals to the Contracting Officer are required in the number of copies identified in paragraphs 3.7 and 3.8 and shall be submitted to:

U.S. Army Corps of Engineer District, Honolulu  
Fort Shafter Resident Office  
Bldg 230  
Fort Shafter, Hawaii 96858-5440

### 3.5.2 Deviations

- a. For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.
- b. In cases where "trade names or equal" are used in the plans and/or Technical Specifications, any "equal" substitution by the Contractor is considered a variance and will require the Government's approval. Approval action by the Contracting Officer will not relieve the Contractor of his quality control responsibility and compliance with the contract, except for those specific portions of the submittal which clearly highlight the departures from the contract, and which are brought to the attention of the Government. The Contractor shall be responsible for all corrective actions, when submittals containing provisions of non-compliance with the contract are not specifically brought to the Government's attention. Any associated cost or time loss from such corrective actions shall not be made subject to a claim against the Government.
- c. Variations from the contract requirements may require an appropriate contract modification prior to acceptance by the Government; however, such pending action shall not be a basis of claim for time or additional cost against the Government, since the Contractor still has the option to comply with the original contract requirements. If the variation is of a minor nature and does not affect a change in cost or time of performance, a modification may not be issued. All variations shall meet the standards set by the contract documents.

### 3.6 COORDINATION OF LAYOUTS

The Contractor Quality Control (CQC) organization is responsible for insuring that the shop drawings and submittals of the different trades are coordinated in order that space conflicts during installation/construction of mechanical, electrical, architectural, civil, structural and other items of work are avoided. The Contractor shall be required to prepare/develop coordinated working layout drawings prior to commencement of any feature of work, at any contractor tier, unless otherwise directed by the Contracting Officer. These layout drawings shall be reviewed and certified by the CQC organization prior to the start of work in any area. The CQC shall insure that layout drawings indicate all necessary features of work, providing for a coordinated arrangement of the various installations, giving full consideration for access to installed equipment/systems and the future maintenance of these items. Interference between equipment and systems or construction materials which cannot be resolved between Contractor and subcontracting tiers shall be resolved by the Contracting Officer at no additional cost to the Government, if it is determined that adequate space was available and installations could have been accommodated within the designated construction area through properly coordinated layout drawings.

One (1) CQC certified copy of all layout drawings shall be available for Government's review five (5) working days prior to scheduled commencement of the work. Submission shall be made upon Government's request.

### 3.7 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

#### 3.7.1 Monthly Updates of Submittal Register

Monthly updates of the initially accepted Submittal Registers, ENG Form 4288, shall be submitted in duplicate at the time the monthly progress payment is requested and be current to within one (1) week of the date of submission. When a monthly payment is not being requested, the update shall be submitted on the 15th of each month or the workday closest to the 15th. If the Contractor fails to provide the Government acceptable initial submittal registers or monthly updates within the specified time frames, the Government may issue a stop work order and/or withhold a portion of pending progress payments due to non-performance. Any resulting cost or time loss to the Contractor due to such Government action shall not be subject to a claim for the time extensions, additional cost or for damages by the Contractor. Furnishing of the submittal registers by the Contractor and subsequent review/acceptance by the Government do not relieve the Contractor of the obligation to comply with all of the contract submittal requirements; for example, even if a required submittal was not originally listed on the initial register accepted by the Government, the Contractor will still be responsible for providing such submittal in accordance with the contract. The following shall be provided on the monthly updates to the initially accepted schedule:

- a. Activity No., Transmittal No., and entries under other columns, as appropriate.
- b. Distinguish those submittals which are VARIANCES, as appropriate.
- c. Furnish a separate LISTING of required SUBMITTALS, together with the Government's review comments, and appropriate Contractor's status report on pending resubmittal actions.
- d. Furnish a separate LISTING of SUBMITTALS provided by the Contractor to the Government; and another separate LISTING of SUBMITTALS returned by the Government to the Contractor, for the particular month the update is furnished.

### 3.8 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. 3 copies of the submittal will be retained by the Contracting Officer and 1 copy of the submittal will be returned to the Contractor.

### 3.9 INFORMATION ONLY SUBMITTALS

Submittals provided For Information Only (FIO) to the Government shall be submitted in three (3) copies, including resubmittals. Normally submittals for information only will not be returned. Approval of the Contracting

Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

3.10 STAMPS

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

<p>CONTRACTOR</p> <p>(Firm Name)</p> <p>_____ I hereby certify that the (material) (equipment) (article) shown and marked in this submittal and proposed to be incorporated in Contract No. (DACA83- - - ), is in compliance with the contract drawings and specifications, can be installed in the allocated spaces, and is approved for use.</p> <p>SIGNATURE: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>
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-- End Of Section --

# SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION  
 MANELE SMALL BOAT HARBOR MAINTENANCE DREDGING PROJECT, LANAI

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION REVIEWER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS	
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE			DATE OF ACTION
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01320	SD-01 Preconstruction Submittals														
			Preliminary Project Schedule														
			Initial Project Schedule														
			Periodic Schedule Updates														
			SD-06 Test Reports														
			Narrative Report														
			Schedule Reports														
			SD-07 Certificates														
			Qualifications														
		01330	SD-01 Preconstruction Submittals														
			Submittal Register (ENG Form 4288); G.														
			Monthly updates (ENG form 4288)														
		01525	SD-01 Preconstruction Submittals														
			Accident Prevention Plan (APP)	1.8	G												
			Activity Hazard Analysis (AHA)	1.9	G												
			SD-06 Test Reports														
			Reports	1.13													
			Accident Reports	1.13.1													
			Monthly Exposure Reports	1.13.3													
			Regulatory Citations and Violations	1.13.4													
		01780	SD-02 Shop Drawings														
			As-Built Drawings														
		01900	SD-06 Test Reports														
			Inspection of Existing Conditions														





## 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 specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications -- also, a written statement to that effect shall be included in the space provided for "Remarks."
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i, to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

### THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- |      |  |       |   |
|------|--|-------|---|
| A -- | Approved as submitted.   | E --  | Disapproved (See attached).   |
| B -- | Approved, except as noted on drawings.   | F --  | Receipt acknowledged.   |
| C -- | Approved, except as noted on drawings.<br>Refer to attached sheet resubmission required. | FX -- | Receipt acknowledged, does not comply as<br>noted with contract requirements. |
| D -- | Will be returned by separate correspondence.   | G --  | Other (Specify)   |
10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

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## SECTION 01420

## SOURCES FOR REFERENCE PUBLICATIONS

## PART 1 GENERAL

## 1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization, (e.g. ASTM B 564 Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

## 1.2 ORDERING INFORMATION

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

## U.S. ARMY CORPS OF ENGINEERS (USACE)

Order CRD-C DOCUMENTS from:

U.S. Army Engineer Waterways Experiment Station  
ATTN: Technical Report Distribution Section, Services  
Branch, TIC  
3909 Halls Ferry Rd.  
Vicksburg, MS 39180-6199  
Ph: 601-634-2664  
Fax: 601-634-2388  
Internet: <http://www.wes.army.mil/SL/MTC/handbook/handbook.htm>

Order Other Documents from:

USACE Publications Depot  
Attn: CEIM-SP-D  
2803 52nd Avenue  
Hyattsville, MD 20781-1102  
Ph: 301-394-0081  
Fax: 301-394-0084  
Internet: <http://www.usace.army.mil/publications>  
or <http://www.hnd.usace.army.mil/techinfo/index.htm>

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-- End of Section Table of Contents --

## SECTION 01430

## ENVIRONMENTAL PROTECTION

## 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.

## HAWAII ADMINISTRATIVE RULES (HAR)

HAR, Chapter 43	Administrative Rules, Title 11, Community Noise Control for Oahu
HAR, Chapter 54	Administrative Rules, Water Quality Standards
HAR, Chapter 55	Administrative Rules, Water Pollution Control
HAR, Chapter 59	Administrative Rules, Ambient Air Quality Standards
HAR, Chapter 60	Administrative Rules, Air Pollution Control

## 1.2 GENERAL REQUIREMENTS

This section covers prevention of environmental pollution and damage as the result of construction operations under this contract and for those measures set forth in the TECHNICAL REQUIREMENTS. For the purpose of this specification, environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual aesthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants. After award of contract, Contractor shall submit a Best Management Practices (BMP) plan for approval to the Hawaii State Department of Health before a Notice to Proceed (NTP) will be issued by the Contracting Officer.

## 1.2.1 Subcontractors

Assurance of compliance with this section by subcontractors will be the responsibility of the Contractor

## 1.2.2 Notification

The Contracting Officer will notify the Contractor in writing of any

observed noncompliance with the aforementioned Federal, State or local laws or regulations, permits, and other elements of the Contractor's environmental protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

### 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 01330 SUBMITTAL PROCEDURES:

#### SD-06 Test Records

##### Environmental Protection Plan; G.

Within 30 calendar days of receipt of NTP, the Contractor shall submit in writing an environmental protection plan. Approval of the Contractor's plan will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and other environmental protection measures. The environmental protection plan (to include the BMP plan) shall include but not be limited to the following:

a. A list of Federal, State, and local laws, regulations, and permits concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations, and permits.

b. Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection; i.e., trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, coralline, benthic, soil, historical, archeological, and cultural resources. The Contractor shall provide detailed plans for prevention of dripping, leaking and/or splashing of dredged slurry back into State of Hawaii waters and open waters of the United States or along the access and haul routes.

c. Procedures to be implemented to provide the required environmental protection and to comply with the applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes, or failure to follow the procedures set out in accordance with the environmental protection plan.

d. Location of the dewatering operation and the solid waste disposal area. Methods to assure that no discharge of solids or return water enter any State of Hawaii waters or open waters of the United States as a result of the dewatering operation.

- e. Drawings showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.
- f. Environmental monitoring plans for the job site, including land, water, air, and noise monitoring.
- g. Traffic control plan.
- h. Methods of protecting surface and ground water during construction activities.
- i. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas.
- j. Training for Contractor's personnel during the construction period.

## PART 2 PRODUCTS (NOT APPLICABLE)

## PART 3 EXECUTION

### 3.1 PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the drawings and specifications.

#### 3.1.1 Land Resources

Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the Contractor's work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without special permission from the Contracting Officer. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

##### 3.1.1.1 Work Area Limits

Prior to any construction, the Contractor shall mark the areas that are not required to accomplish all work to be performed under this contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to his personnel the purpose of marking and/or protection of all necessary objects.

##### 3.1.1.2 Protection of Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the drawings to be preserved shall be clearly

identified by marking, fencing, or wrapping with boards, or any other approved techniques.

#### 3.1.1.3 Reduction of Exposure of Unprotected Erodible Soils

Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries, and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas developed as approved by the Contracting Officer.

#### 3.1.1.4 Protection of Disturbed Areas

Such methods as necessary shall be utilized to effectively prevent erosion and control sedimentation, including but not limited to the following:

a. Retardation and Control of Runoff: Runoff from the construction site shall be controlled by construction of diversion ditches, benches, and berms to retard and divert runoff to protected drainage courses, and any measures required by areawide plans approved under Paragraph 208 of the Clean Water Act.

b. Erosion and Sedimentation Control Devices: The Contractor shall construct or install all temporary and permanent erosion and sedimentation control features as indicated on the drawings. Temporary erosion and sediment control measures such as berms, dikes, drains, grassing, and mulching shall be maintained until permanent drainage and erosion control facilities are completed and operative.

#### 3.1.1.5 Contractor Facilities and Work Areas

a. Location of Field Offices, Storage, and Other Contractor Facilities: The Contractors' field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated on the drawings or as directed by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only on approval by the Contracting Officer.

b. Spoil Areas on Government Property: Spoil areas shall be managed and controlled to limit spoil to areas designated on the drawings and prevent erosion of soil or sediment from entering nearby waters.

#### 3.1.2 Disposal of Wastes

Disposal of wastes shall meet all pertinent State, Federal and local regulations.

##### 3.1.2.1 Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination. Segregation measures shall be employed such that no hazardous or toxic waste will become commingled with solid waste. The Contractor shall transport all solid waste off Government property and dispose of it in compliance with Federal, State, and local

requirements for solid waste disposal. The Contractor shall comply with Federal, State, and local laws and regulations pertaining to the use of landfill areas.

#### 3.1.2.2 Hazardous Wastes:

The Contractor shall take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing and shall collect waste in suitable containers observing compatibility. The Contractor shall transport all hazardous waste off Government property and dispose of it in compliance with Federal and local laws and regulations. Spills of hazardous or toxic materials shall be immediately reported to the Contracting Officer. Cleanup and cleanup costs due to spills shall be the responsibility of the Contractor.

#### 3.1.3 Historical, Archeological, and Cultural Resources

Existing historical, archeological, and cultural resources within the Contractor's work area will be so designated by the Contracting Officer if any has been identified. The Contractor shall take precautions to preserve all such resources as they existed at the time they were pointed out to him. The Contractor shall provide and install all protection for these resources so designated and shall be responsible for their preservation during this contract. If during excavation or other construction activities in areas with existing or known resources, as well as in any other work area, any previously unidentified or unanticipated resources are discovered or found, all activities that may damage or alter such resources shall be temporarily suspended. These resources or cultural remains (prehistoric or historic surface or subsurface) include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rocks or coral alignments, paving, wall, or other constructed features; and any indication of agricultural or other uses. Upon such discovery or find, the Contractor shall immediately notify the Contracting Officer. When so notified, the Contracting Officer will initiate action so that prompt and proper data recovery can be accomplished.

#### 3.1.4 Water Resources

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Special management techniques as set out below shall be implemented to control water pollution by the listed construction activities which are included in this contract.

- a. Dredging/filling in the marine environment shall be scheduled to avoid coral spawning periods (April-August).
- b. No project-related materials (fill, revetment rock, pipe, etc.) shall be stockpiled in the water (intertidal zones, reef flats, stream channels, etc.).
- c. All project-related materials and equipment (dredges, barges, backhoes, etc.) placed in the water shall be free of pollutants.
- d. No contamination (trash or debris disposal, alien species introductions, etc.) of adjacent aquatic (stream/river channels, wetlands, lakes, etc.) or marine (reef flats, lagoons, open ocean, etc.) environments shall result from project-related activities.

- e. Fueling of project-related vehicles and equipment should take place away from the water and a contingency plan to control petroleum products accidentally spilled during the project shall be developed.
- f. Absorbent pads and containment booms shall be stored on-site to facilitate the clean-up of petroleum spills.
- g. Turbidity and siltation from project-related work shall be minimized and contained to within the vicinity of the site through the appropriate use of effective silt containment devices and the curtailment of work during adverse tidal and weather conditions.
- h. Any construction-related debris that may pose an entanglement hazard to marine protected species must be removed from the project site if not actively being used and/or at the conclusion of the construction work.
- i. Prevent discharge of dredged material into the marine environment during the transporting and off-loading of dredged material.
- j. Prevent return flow of or run-off from dredged material stored at inland dewatering or storage sites.
- k. Upland disturbed areas will be limited to the designated dewatering site (20,400 square feet), Contractor's operations and storage area (12,250 square feet) and two temporary access areas (combined area of 5,120 square feet). The total area to be disturbed by the construction activities is therefore estimated at 37,770 square feet (0.87 acres). Although the shape and sizes of the individual areas to be disturbed may be modified to facilitate construction activities, the total area of uplands to be disturbed will not exceed 1.0 acres for any reason.
- l. Excavation within the designated dewatering site, Contractor's operation and storage area and temporary access areas will not be allowed.
- m. All dewatering activities will be conducted within the limits of the designated dewatering site shown on the site plan. The capacity of the designated dewatering site is estimated at 3,500 cubic yards.
- n. Prior to hauling it to the landfill, the dewatered material will meet the requirements of the Title 40 Code of Federal Regulations Part 258 (40 CFR 258) titled "Criteria For Municipal Solid Waste Landfills".
- o. Water quality for construction and maintenance activities shall be appropriately mitigated and comply with applicable State of Hawaii water quality standards as specified in the HAR, Chapter 54, and water pollution control requirements as specified in HAR, Chapter 55.
- p. Silt containment devices shall be installed prior to dredging and properly maintained throughout the duration of dredging activities. Removal of the silt containment devices shall not cause turbidity that violates State water quality standards. The containment devices shall be installed along the base of the jetty within the harbor to protect corals from suspended sediments.
- q. Coordination with the State Historic Preservation Office to avoid or minimize potential adverse affects on historic properties. If

artifacts or human remains are uncovered during construction activities, work in the area will stop and the State Historic Preservation Division will be immediately notified, and all applicable requirements of the Department of Land and Natural Resources will be followed.

#### 3.1.4.1 Washing and Curing Water

Waste waters directly derived from dewatering activities shall not be allowed to enter any open waters of the United States. These waste waters shall be collected and placed in retention ponds where suspended material can be settled out or the water evaporates so that pollutants are separated from the water.

#### 3.1.4.2 Cofferdam and Diversion Operations

The Contractor shall plan his operation and perform all work necessary to minimize adverse impact of violation of the water quality standard for open waters of the United States.

#### 3.1.4.3 Stream Crossings

Stream crossings shall be controlled during construction. Crossings shall provide movement of materials or equipment which do not violate water pollution control standards of the Federal, State or local government.

#### 3.1.4.4 Monitoring of Water Areas:

Monitoring of water areas affected by construction activities shall be the responsibility of the Contractor. All water areas affected by construction activities shall be monitored by the Contractor. The Contractor's environmental protection and BMP plans shall describe a scheme for minimizing construction-related turbidity in nearshore waters. Construction-related turbidity at the project sites shall be controlled so as to meet Hawaii State Water Quality Standards (WQS) for the type and class of waters in which the project is located. Effective silt containment devices shall be deployed to isolate the construction activity, to minimize the transport of potential pollutants, and to avoid the potential degradation of receiving water quality and the marine ecosystem. Daily turbidity monitoring shall be conducted immediately outside the silt containment devices and at a minimum of two control stations to verify that WQS are not exceeded during the maintenance dredging operations. If monitoring indicates excessive turbidity levels, the Contractor shall suspend the operations causing excessive turbidity levels until the condition is corrected. Such suspension shall not form the basis for a claim against the Government.

#### 3.1.5 Fish and Wildlife Resources

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish and wildlife. Species that require specific attention along with measures for their protection will be listed by the Contractor prior to beginning of construction operations.

#### 3.1.6 Air Resources

The Contractor shall keep construction activities under surveillance, management and control to minimize pollution of air resources. All

activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with HAR, Chapter 59, HAR, Chapter 60, and all Federal emission and performance laws and standards. Ambient Air Quality Standards set by the Environmental Protection Agency shall be maintained for those construction operations and activities specified in this section. Special management techniques as set out below shall be implemented to control air pollution by the construction activities which are included in the contract.

#### 3.1.6.1 Particulates

a. Dust particles, aerosols, and gaseous by-products from all construction activities, processing and preparation of materials, such as from asphaltic batch plants, shall be controlled at all times, including weekends, holidays and hours when work is not in progress.

b. The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and all other work areas within or outside the project boundaries free from particulates which would cause the air pollution standards mentioned in paragraph Air Resources, herein before, to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, light bituminous treatment, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated at such intervals as to keep the disturbed area damp at all times. The Contractor must have sufficient competent equipment available to accomplish this task. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs.

#### 3.1.6.2 Hydrocarbons and Carbon Monoxide

Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times.

#### 3.1.6.3 Odors

Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

#### 3.1.6.4 Monitoring of Air Quality

Monitoring of air quality shall be the responsibility of the Contractor. All air areas affected by the construction activities shall be monitored by the Contractor. Monitoring results will be periodically reviewed by the Government to ensure compliance.

#### 3.1.7 Sound Intrusions

The Contractor shall keep construction activities under surveillance, and control to minimize damage to the environment by noise. The Contractor shall comply with the provisions of HAR, Chapter 43.

### 3.2 POST CONSTRUCTION CLEANUP

The Contractor shall clean up area(s) used for construction.

### 3.3 RESTORATION OF LANDSCAPE DAMAGE

The Contractor shall restore all landscape features damaged or destroyed during construction operations outside the limits of the approved work areas. Such restoration shall be in accordance with the plan submitted for approval by the Contracting Officer. This work will be accomplished at the Contractor's expense.

### 3.4 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

### 3.5 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL

The Contractor shall train his personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities (vegetative covers, and instruments required for monitoring purposes) to ensure adequate and continuous environmental pollution control.

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## SECTION 01451

## CONTRACTOR 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 in the text by basic designation only.

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740 (1996) 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 (1995b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

## 1.2 DEFINITION

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

## 1.3 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 01330 SUBMITTAL PROCEDURES:

D-01 Preconstruction Submittals

Quality Control Plan; G.

## 1.4 PAYMENT

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

## PART 2 PRODUCTS (Not Applicable)

## PART 3 EXECUTION

## 3.1 GENERAL

The project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the individual with the responsibility for the overall management of the project including quality and production.

## 3.2 QUALITY CONTROL PLAN

## 3.2.1 General

The Contractor shall furnish for review by the Government, not later than 30 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 90 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

## 3.2.2 Content of the CQC Plan

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

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function. Technicians responsible for sampling and testing of concrete shall be certified by the American Concrete Institute (ACI) or the Concrete Technicians Association of Hawaii (CTAH). Proof of certification shall be included in the CQC Plan. Personnel qualifications may be furnished incrementally as the work progresses, but in no case, less than fourteen (14) calendar days before personnel are required on the job.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives

outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.

- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 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.
- f. For all proposed QC materials testing laboratories, the contractor must submit a current HED or MTC letter of validation.
- g. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentataion.
- h. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- i. Reporting procedures, including proposed reporting formats.
- j. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

### 3.2.3 Acceptance of Plan

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

### 3.2.4 Notification of Changes

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

### 3.3 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 Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 7 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 shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

### 3.4 QUALITY CONTROL ORGANIZATION

#### 3.4.1 General

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The Safety and Health Manager shall receive direction and authority from the CQC System Manager and shall serve as a member of the CQC staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as par of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer.

The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, shop drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

#### 3.4.2 CQC System Manager

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

#### 3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager. If it is subsequently determined by the Contracting Officer that the minimum contract CQC

requirements are not being met, the Contractor may be required to provide additional staff personnel to the CQC organization at no cost to the Government.

#### 3.4.4 Additional Requirement

The CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors" within the past 5 years. This course is periodically offered at the General Contractors Association of Hawaii.

#### 3.4.5 Organizational Changes

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

### 3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements. When Section 15950A, Heating, Ventilating and Air Conditioning (HVAC) Control Systems; Section 15951A, Direct Digital Control for HVAC; Section 15990A, Testing, Adjusting, and Balancing of HVAC Systems; or Section 15995A, Commissioning of HVAC Systems, are included in the contract, the submittals required by those sections shall be coordinated with Section 01330, Submittal Procedures, to ensure adequate time is allowed for each type of submittal required.

### 3.6 CONTROL

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

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 7 days in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

### 3.6.2 Initial Phase

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

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 7 days in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

### 3.6.3 Follow-up Phase

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

### 3.6.4 Additional Preparatory and Initial Phases

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

## 3.7 TESTS

### 3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product that conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

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

### 3.7.2 Testing Laboratories

#### 3.7.2.1 3.7.2.1 Validation Requirements

Any laboratory used by the Contractor for testing aggregate, concrete, bituminous materials, soils, rock, and other construction materials must possess a current validation letter prior to performance of testing by that laboratory. Validation shall be obtained through the Corps of Engineers Materials Testing Center (MTC) in Vicksburg, MS. Validation may be initiated by completing an Inspection Request Form and questionnaire that are available directly from the MTC or from the MTC website, <http://www.wes.army.mil/SL/MTC/inspection.htm>.

The MTC also maintains a website listing validated laboratories at: <http://www.wes.army.mil/SL/MTC/ValStatesTbl.htm>.

#### 3.7.2.2 Exception

The validation letters already obtained from HED in 2001 and 2002 will be considered acceptable proof of validation through its expiration date. Upon expiration, laboratories must be revalidated by the MTC, as required above. The validation status of laboratories in Hawaii may be found at: <http://www.poh.usace.army.mil/Construction/LabValidation/labvalidation.html>.

#### 3.7.2.3 Capability Check

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. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

#### 3.7.2.4 Capability Recheck

If the selected laboratory fails the capability check, the Contractor shall reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

### 3.7.3 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 a testing laboratory on the Island of Oahu, State of Hawaii, designated by the Contracting Officer. Coordination for each specific test, exact delivery location, and dates will be made through the Government field office.

### 3.8 COMPLETION INSPECTION

#### 3.8.1 Punch-Out Inspection

Near the completion of all work or any increment thereof established by a completion time stated in the Special Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a punch list of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include 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, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

#### 3.8.2 Pre-Final Inspection

The Government will perform this inspection to verify that the facility is complete and ready to be occupied. The QC Manager shall develop a punch list of items which do not conform to the contract documents. The Government will review the punch list and add to or correct the items listed. The QC Manager shall incorporate Government comments and provide a Pre-Final Punch List. 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. Any items noted on the Pre-Final inspection shall be corrected 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 thereof if the project is divided into increments by separate completion dates.

#### 3.8.3 Final Acceptance Inspection

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

### 3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be prepared using government-provided software, QCS (see Section

01312), that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

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

### 3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has

been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

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## SECTION 01525

## SAFETY AND OCCUPATIONAL HEALTH 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.

## U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2003) Safety and Health Requirements  
Manual  
[http://www.hq.usace.army.mil/soh/hqusace\\_soh.htm](http://www.hq.usace.army.mil/soh/hqusace_soh.htm)

## 1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

## SD-01 Preconstruction Submittals

Accident Prevention Plan (APP); G

Activity Hazard Analysis (AHA); G

## SD-06 Test Reports

## Reports

Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Reports."

Accident Reports

Monthly Exposure Reports

Regulatory Citations and Violations

## 1.3 DEFINITIONS

a. Associate Safety Professional (ASP). An individual who is currently certified as an ASP by the Board of Certified Safety Professionals.

b. Certified Construction Health & Safety Technician (CHST). An individual who is currently certified as a CHST by the Board of Certified Safety Professionals.

c. Certified Industrial Hygienist (CIH). An individual who is currently certified as a CIH by the American Board of Industrial Hygiene.

d. Certified Safety Professional (CSP). An individual who is currently certified as a CSP by the Board of Certified Safety Professionals.

e. Certified Safety Trained Supervisor (CSTS). An individual who is currently certified as an STS by the Board of Certified Safety Professionals.

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

g. 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.

h. 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;

(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.

i. Site Safety and Health Officer (SSHO). The superintendent or other qualified or competent person who is responsible for the on-site safety and health required for the project.

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

#### 1.4 REGULATORY REQUIREMENTS

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

## 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 or consumes alcohol during work hours. Ensure there are no employees under the influence of drugs or alcohol during work hours. After accidents, collect blood, urine, or saliva specimens and test the injured and involved employees for the influence of drugs and alcohol. A copy of the test shall be made available to the Contracting Officer upon request.

## 1.6 SITE QUALIFICATIONS, DUTIES AND MEETINGS

### 1.6.1 Personnel Qualifications

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

Site Safety and Health Officer (SSHO) shall be provided at the work site at all times to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. The SSHO shall meet the following requirements:

##### Level 3:

- A minimum of 5 years safety work on similar projects.
- 30-hour OSHA construction safety class or equivalent within the last 5 years.
- An average of at least 24 hours of formal safety training each year for the past 5 years.
- Competent person training as needed.

### 1.6.2 Personnel Duties

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

- 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. Safety inspection logs shall be attached to the Contractors' daily report.
- b. Conduct mishap investigations and complete required reports. Maintain the OSHA Form 300 and Daily Production reports for prime and sub-contractors.
- c. Maintain applicable safety reference material on the job site.
- d. Attend the pre-construction conference, pre-work meetings including preparatory inspection meeting, 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. A list of unresolved safety and health deficiencies shall be posted on the safety bulletin board.
- g. Ensure sub-contractor compliance with safety and health requirements.

Failure to perform the above duties may result in dismissal of the SSHO, and/or a project work stoppage. The project work stoppage will remain in effect pending approval of a suitable replacement.

### 1.6.3 Meetings

#### 1.6.3.1 Safety Coordination Meeting

a. The Contractor will be informed, in writing, of the date of the safety coordination meeting. The purpose of the safety coordination meeting is for the Contractor and the Contracting Officer's representatives to become acquainted and explain the functions and operating procedures of their respective organizations and to reach mutual understanding relative to the administration of the overall project's Accident Prevention Plan (APP) before the initiation of work.

b. Contractor representatives who have a responsibility or significant role in accident prevention on the project shall attend the safety coordination meeting. This includes the project superintendent, site safety and health officer, 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. The Contractor shall 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 meeting 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, a schedule for the preparation, submittal, review, and acceptance of AHAs shall be established to preclude project delays.

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

e. The functions of a safety coordination meeting may take place at the Post-Award Kickoff meeting for Design Build Contracts.

#### 1.6.3.2 Weekly Safety Meetings

Conduct weekly safety meetings at the project site for all employees. The Contracting Officer will 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 Contractors' daily quality control report.

#### 1.6.3.3 3-Phase Control Meetings

The appropriate AHA shall be reviewed and attendance documented by the Contractor at the preparatory, initial, and follow-up phases of quality control inspection. The analysis should be used during daily inspections to ensure the implementation and effectiveness of safety and health controls.

## 1.7 TRAINING

### 1.7.1 New Employee Indoctrination

New employees (prime and sub-contractor) will 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 USACE EM 385-1-1 and the accepted APP. Ensure all required training has been accomplished for all onsite employees.

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

Prior to beginning a new feature of work, training will be provided to all affected employees to include a review of the AHA to be implemented.

## 1.8 ACCIDENT PREVENTION PLAN (APP)

The Contractor shall use a qualified person to prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Preparation of Accident Prevention Plan". Where a paragraph or subparagraph element is not applicable to the work to be performed indicate "Not Applicable" next to the heading. Specific requirements for some of the APP elements are described below at paragraph EM 385-1-1 contents. The APP shall be job-specific and shall address any unusual in unique aspects of the project or activity for which it is written. The APP shall interface with the Contractor's overall safety and health program. The APP shall include an executed POD Form 248-R rev (1 Jun 98), Accident Prevention Program, Administrative Plan.

Any portions of the Contractor's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, the designated site safety and health officer and any designated CSP and/or CIH.

Submit the APP to the Contracting Officer 15 calendar days prior to the date of the safety coordination meeting for acceptance. Work cannot proceed without an accepted APP. The Contracting Officer reviews and comments on the Contractor's submitted APP and accepts it when it meets the requirements of the contract provisions.

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

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 unforeseen hazard become evident during the performance of work, the project superintendent shall inform the Contracting Officer, both verbally and in writing, for resolution as soon as possible. In the interim, all necessary action shall be taken by the Contractor to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public, and the environment.

Copies of the accepted plan will be maintained at the office and at the job site. The APP shall be continuously reviewed and amended, as necessary, throughout the life of the contract. Unusual or high-hazard activities not identified in the original APP shall be incorporated in the plan as they are discovered.

#### 1.8.1 EM 385-1-1 Contents

In addition to the requirements outlined in Appendix A of USACE 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 such as CSPs, CIHs, STSs, CHSTs. The duties of each position shall be specified.
- b. Alcohol and Drug Abuse Plan
  - (1) Describe plan for random checks and testing with pre-employment screening in accordance with the DFAR Clause subpart 252.223-7004, "Drug Free Work Force."
  - (2) Description of the on-site prevention program
- c. 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. It shall address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 1.8 m (6 feet). A qualified person for fall protection shall prepare and sign the plan. The plan shall include fall protection and prevention systems, equipment and methods employed for every phase of work, responsibilities, assisted rescue, self-rescue and evacuation procedures, training requirements, and monitoring methods. Fall Protection and Prevention Plan shall be revised for lengthy projects, 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. The Fall Protection and Prevention Plan shall be included in the Accident Prevention Plan (APP).
- d. 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, vehicle operator, forklift operators, personal protective equipment); list of requirements for periodic retraining/certification; outline

requirements for supervisory and employee safety meetings.

#### 1.8.2 Plan Acceptance

The Contractor shall not commence physical work at the site until the plan has been accepted by the Contracting officer, or his authorized representative. In developing and implementing its Accident Prevention Plan, the Contractor is also responsible for reviewing Section 1 of the most current edition of U.S. Army Corps of Engineers Safety and Health Requirement Manual EM 385-1-1.

#### 1.9 ACTIVITY HAZARD ANALYSIS (AHA)

The Activity Hazard Analysis (AHA) format shall be prepared using POD Form 184-R, rev 16 Oct 98. Submit the AHA for review at least 15 calendar days prior to the start of each feature of work. Format subsequent AHA as amendments to the APP. An AHA will be developed by the Contractor 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 must identify and evaluate hazards and outline the proposed methods and techniques for the safe completion of each feature 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 person in charge of that feature of work. For work with fall hazards, including fall hazards associated with scaffold erection and removal, identify the appropriate fall protection methods used. For work with materials handling equipment, address safeguarding measures related to materials handling equipment. For work requiring excavations, include requirements for safeguarding excavations. An activity requiring an AHA shall not proceed until the AHA has been accepted by the Contracting Officer's representative 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. The AHA shall be continuously reviewed and, when appropriate, modified to address changing site conditions or operations. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls.

The AHA list will be reviewed periodically (at least monthly) at the Contractor supervisory safety meeting and updated as necessary when procedures, scheduling, or hazards change.

Activity hazard analyses shall be updated as necessary to provide an effective response to changing work conditions and activities. The on-site superintendent, site safety and health officer 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 1 calendar days after commencement of work, erect a safety bulletin board at the job site. The following information shall be displayed on the safety bulletin board in clear view of the on-site construction personnel, maintained current, and protected against the elements and unauthorized removal:

- a. Map denoting the route to the nearest emergency care facility.
- b. Emergency phone numbers.
- c. Copy of the most up-to-date APP.
- d. Current AHA(s).
- e. OSHA 300A Form.
- f. OSHA Safety and Health Protection-On-The-Job Poster.
- g. Confined space entry permit.

#### 1.11 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in the article "References." Maintain applicable equipment manufacturer's manuals.

#### 1.12 EMERGENCY MEDICAL TREATMENT

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

#### 1.13 REPORTS

##### 1.13.1 Accident Reports

- a. All injuries, illness, and property damage, regardless of severity or magnitude are reportable. Reports shall be prepared on POD Form 265R and shall be submitted to the Contracting Officer no later than the end of the business day on which the incident occurred.
- b. For recordable injuries and illnesses, and property damage accidents resulting in at least \$2,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the USACE Accident Report Form 3394 and provide the report to the Contracting Officer within 5 calendar day(s) of the accident. The Contracting Officer will provide copies of any required or special forms.

##### 1.13.2 Accident Notification

Notify the Contracting Officer as soon as practical, but not later than four hours, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000. Information shall include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.

### 1.13.3 Monthly Exposure Reports

Monthly exposure reporting to the Contracting Officer is required to be attached to the monthly billing request. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor. The Contracting Officer will provide copies of any special forms.

### 1.13.4 Regulatory Citations and Violations

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.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

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PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section Table of Contents --

## SECTION 01780

## CLOSEOUT SUBMITTALS

## PART 1 GENERAL

## 1.1 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 01330 SUBMITTAL PROCEDURES:

## SD-02 Shop Drawings

## As-Built Drawings.

Drawings showing final as-built conditions of the project. The final CADD as-built drawings shall consist of three sets of electronic CADD drawing files in the specified format, one set of original drawings, three sets of prints of the originals, and one set of the Government accepted working as-built drawings.

## 1.2 PROJECT RECORD DOCUMENTS

## 1.2.1 As-Built Drawings

This paragraph covers as-built drawings complete, as a requirement of the contract. The terms "drawings," "contract drawings," "drawing files," "working as-built drawings" and "final as-built drawings" refer to contract drawings which are revised to be used for final as-built drawings.

## 1.2.1.1 Working As-Built and Final As-Built Drawings

The Contractor shall maintain 2 sets of paper drawings by red-line process to show the as-built conditions during the prosecution of the project. These working as-built marked drawings shall be kept current on a daily basis and at least one set shall be available on the jobsite at all times. Changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. At the final inspection or upon beneficial occupancy of the facility by the user, whichever comes first. The Contractor shall provide one of the two sets of working as-built drawings to the COR for turnover with the facility. This set will serve as an advance/interim working set for the occupant of the completed facility; until such time that the final as-built drawings are furnished to them. Final as-built drawings shall be prepared after the completion of each definable feature of work as listed in the Contractor Quality Control Plan (Foundations, Utilities, Structural Steel, etc., as appropriate for the project). The working as-built marked drawings and final as-built drawings will be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor prior to submission of each monthly pay estimate. If the Contractor fails to

maintain the working and final as-built drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the as-built drawings. This monthly deduction will continue until an agreement is reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of updated drawings. The working and final as-built drawings shall show, but shall not be limited to, the following information:

a. The actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the as-built drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.

b. The location and dimensions of any changes within the building structure.

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

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

e. The topography, invert elevations and grades of drainage installed or affected as part of the project construction.

f. Changes or modifications which result from the final inspection.

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

h. If borrow material for this project is from sources on Government property, or if Government property is used as a spoil area, the Contractor shall furnish a contour map of the final borrow pit/spoil area elevations.

i. Systems designed or enhanced by the Contractor, such as HVAC controls, fire alarm, fire sprinkler, and irrigation systems.

j. Modifications (change order price shall include the Contractor's cost to change working and final as-built drawings to reflect modifications) and compliance with the following procedures.

(1) Directions in the modification for posting descriptive changes shall be followed.

(2) A Modification Circle shall be placed at the location of each deletion.

(3) For new details or sections which are added to a drawing, a Modification Circle shall be placed by the detail or section title.

(4) For minor changes, a Modification Circle shall be placed by the area changed on the drawing (each location).

(5) For major changes to a drawing, a Modification Circle shall be placed by the title of the affected plan, section, or detail at each location.

(6) For changes to schedules or drawings, a Modification Circle shall be placed either by the schedule heading or by the change in the schedule.

(7) The Modification Circle size shall be 1/2 inch diameter unless the area where the circle is to be placed is crowded. Smaller size circle shall be used for crowded areas.

#### 1.2.1.2 Drawing Preparation

The as-built drawings shall be modified as may be necessary to correctly show the features of the project as it has been constructed by bringing the contract set into agreement with Government accepted working as-built drawings, and adding such additional drawings as may be necessary. These working as-built marked drawings shall be neat, legible and accurate. These drawings are part of the permanent records of this project and shall be returned by the Contractor to the Contracting Officer after final acceptance by the Government. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at no expense to the Government.

#### 1.2.1.3 Computer Aided Design and Drafting (CADD) Drawings

Only personnel proficient in the preparation of microstation CADD drawings shall be employed to modify the contract drawings or prepare additional new drawings. Additions and corrections to the contract drawings shall be equal in quality and detail to that of the originals. Line colors, line weights, lettering, layering conventions, and symbols shall be the same as the original line colors, line weights, lettering, layering conventions, and symbols. If additional drawings are required, they shall be prepared using the specified electronic file format applying the same graphic standards specified for original drawings. The title block and drawing border to be used for any new final as-built drawings shall be identical to that used on the contract drawings. Additions and corrections to the contract drawings shall be accomplished using CADD files. The Contractor will be furnished Microstation CADD files and pentable. The electronic files will be supplied on compact disc, read-only memory (CD-ROM). The Contractor shall be responsible for providing all program files and hardware necessary to prepare final as-built drawings. The Contracting Officer will review final as-built drawings for accuracy and the Contractor shall make required corrections, changes, additions, and deletions.

a. CADD colors shall be the "base" colors of red, green, and blue. Color code for changes shall be as follows:

(1) Deletions (red) - Deleted graphic items (lines) shall be colored red with red lettering in notes and leaders.

(2) Additions (Green) - Added items shall be drawn in green with green lettering in notes and leaders.

(3) Special (Blue) - Items requiring special information,

coordination, or special detailing or detailing notes shall be in blue.

b. All changes to the contract drawing files shall be made on the level as the original item. There shall be no deletions of existing lines; existing lines shall be over struck in red. Additions shall be in green with line weights the same as the drawing.

c. When final revisions have been completed, the cover sheet drawing shall show the wording "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in letters at least 3/16 inch high. All other contract drawings shall be marked either "as-built" drawing denoting no revisions on the sheet or "Revised As-Built" denoting one or more revisions. Original contract drawings shall be dated in the revision block.

d. Within 10 days after Government acceptance of all of the working as-built drawings for a phase of work, the Contractor shall prepare the final CADD as-built drawings for that phase of work and submit two sets of blue/black-line prints of these drawings for Government review. The Government will promptly return one set of prints annotated with any necessary corrections. Within 10 days the Contractor shall revise the CADD files accordingly at no additional cost and submit one set of final prints for the completed phase of work to the Government. Within 10 days of substantial completion of all phases of work, the Contractor shall submit the final as-built drawing package for the entire project. The submittal shall consist of three sets of electronic files on compact disc, read-only memory (CD-ROM), one set of originals, three sets of prints and one set of the Government annotated and accepted working as-built drawings. They shall be complete in all details and identical in form and function to the contract drawing files supplied by the Government. Any transactions or adjustments necessary to accomplish this is the responsibility of the Contractor. The Government reserves the right to reject any drawing files it deems incompatible with the customer's CADD system. Paper prints, drawing files and storage media submitted will become the property of the Government upon final acceptance. Failure to submit final as-built drawing files or working as-built marked drawings as specified shall be cause for withholding any payment due the Contractor under this contract. Acceptance of final as-built drawings shall be accomplished before final payment is made to the Contractor.

#### 1.2.1.4 Payment

No separate payment will be made for as-built drawings required under this contract, and all costs accrued in connection with such drawings shall be considered a subsidiary obligation of the Contractor.

#### 1.2.2 Final Approved Shop Drawings

The Contractor shall furnish final approved project shop drawings 30 days after final acceptance.

#### 1.3 FINAL CLEANING

The site shall have waste, surplus materials, and rubbish removed. The project area shall have temporary structures, barricades, project signs, and construction facilities removed. A list of completed clean-up items shall be submitted on the day of final inspection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

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-- End of Section Table of Contents --

## SECTION 01900

## MISCELLANEOUS PROVISIONS

## PART 1 GENERAL

## 1.1 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 01330 SUBMITTAL PROCEDURES:

As-Built Drawings

SD-06 Test Reports

Inspection of Existing Conditions.

A written report with color photographs noting the condition of the existing facilities at the time of the inspection. One copy of the report including photographs shall be submitted to the Contracting Officer, prior to construction.

Dust Control; G.

Method(s) of dust control.

Condition of Contractor's Operation or Storage Area.

The Contractor shall submit to the Contracting Officer photographs and/or videos depicting the condition of the Contractor's Operation or Storage Area.

## 1.2 CONTRACTOR QUALITY CONTROL

To assure compliance with contract requirements, the Contractor shall establish and maintain quality control for materials and work covered by all sections of the TECHNICAL REQUIREMENTS in accordance with Section 01451 CONTRACTOR QUALITY CONTROL. Records shall be maintained for all operations including sampling and testing.

## 1.3 AS-BUILT DRAWINGS

As-built drawings shall be in accordance with Section 01780 CLOSEOUT SUBMITTALS.

## 1.4 DUST CONTROL

The amount of dust resulting from the Contractor's work shall be controlled to prevent the spread of dust to occupied portions of the construction site and to avoid creation of a nuisance in the surrounding area. Use of water

will not be permitted when it will result in, or create, hazardous or objectionable conditions such as flooding and pollution. Measures shall also be taken for dust control along haul routes and equipment parking areas.

#### 1.5 PROTECTION

The Contractor shall take all necessary precautions to insure that no damages to private or public property will result from his operations. Any such damages shall be repaired or property replaced by the Contractor in accordance with the CONTRACT CLAUSES entitled "PERMITS AND RESPONSIBILITIES" and "PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS", without delay, and at no cost to the Government.

##### 1.5.1 Warning Signs and Barricades

The Contractor shall be responsible for posting warning signs or erecting temporary barricades to provide for safe conduct of work and protection of property.

##### 1.5.2 Protection of Grassed and Landscaped Areas

The Contractor's vehicles shall be restricted to paved roadways and driveways. Vehicles shall not be driven or parked on grassed and/or landscaped areas except when absolutely necessary for the performance of the work and approved in advance by the Contracting Officer. Grassed or landscaped areas damaged by the Contractor shall be restored to their original condition without delay and at no cost to the Government.

##### 1.5.3 Protection of Trees and Plants

Where necessary, tree branches and plants interfering with the work may be temporarily tied back by the Contractor to permit accomplishment of the work in a convenient manner, so long as they will not be permanently damaged thereby. If this is not feasible, they may be pruned, subject to written approval by the Contracting Officer.

#### 1.6 RESTORATION WORK

Existing conditions or areas damaged or disturbed by the Contractor's operations shall be restored to their original condition, or near original condition as possible, to the satisfaction of the Contracting Officer.

#### 1.7 INTERFERENCE WITH GOVERNMENT OPERATIONS

The Contractor shall establish work procedures and methods to prevent interference with existing operations within or adjacent to the construction area. Free passage into adjoining or adjacent buildings not in the contract will not be permitted except as approved by the Contracting Officer. Procedures and methods shall also provide for safe conduct of work and protection of property which is to remain undisturbed.

##### 1.7.1 Coordination

The Contractor shall coordinate all work with the Contracting Officer to minimize interruption and inconvenience to the occupants or to the Government. Coordination with the United States Coast Guard (USCG) and harbor agent shall be as specified in Section 02482 DREDGING, paragraph

## INTERFERENCE WITH NAVIGATION.

## 1.7.2 Utilities and Facilities

All utilities and facilities within the area shall remain operable and shall not be affected by the Contractor's work, unless otherwise approved in writing in advance by the Contracting Officer. Maintaining access through the existing navigation channel should be accomplished as specified in Section 02482 DREDGING, paragraph INTERFERENCE WITH NAVIGATION.

## 1.7.3 Staking and Flagging Existing Utilities

The Contractor, prior to start of any excavation or trenching work, shall verify the location of all utility lines shown on the drawings which are within the areas of work, and shall mark, stake, or flag each utility line along trench alignments and under areas of excavation under this project, as approved. Utility lines so located shall be noted on the drawings.

## 1.8 CONTRACTOR'S OPERATIONS OR STORAGE AREA

Contractor's Operations or Storage Area shall be as indicated on drawings. The Contractor shall be responsible for the security necessary for protection of his equipment and materials, and shall maintain the area free of debris. No rusty or unsightly materials shall be used for providing the secure measure and such measure shall be erected in a workmanlike manner. Before any construction commences on establishing the operation/storage area, Contractor shall take photographs and/or videos of the site in order to establish the original conditions of the site. A duplicate set shall be made and submitted to the Government for its files. Upon completion and prior to the final acceptance of the contract work, the Contractor shall restore the area to its original condition.

## 1.9 INSPECTION

## 1.9.1 Final Inspection and Acceptance

The Contractor shall give the Contracting Officer, a minimum of fourteen (14) calendar days advance notice prior to final inspection for acceptance by the Contracting Officer. All deficiencies found on final inspection shall be promptly and satisfactorily corrected by the Contractor upon notification by the Contracting Officer.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

## RIGHT-OF-ENTRY FOR CONSTRUCTION

DACA84-9-04-77

Manele Small Boat Harbor Project  
(Project or Activity)

See Exhibit "A" attached  
(Tract Number or Other Property Identification)

The undersigned State of Hawaii, Department of Land and Natural Resources, hereinafter called the "Owner", title holder to, or authorized occupant of the land described herein, in consideration of the benefits to be derived from the implementation of the Manele Small Boat Harbor Maintenance Dredging Project by the State of Hawaii and the U.S. Army Corps of Engineers (USACE), hereinafter called the "Government", hereby grants to the Government, their employees, representatives, and assigns an irrevocable right to enter upon:

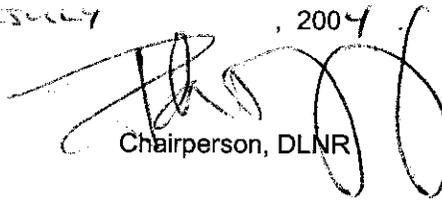
- a. Contractor's Operation and Storage Area and adjacent Temporary Access Area, as depicted on the attached Exhibit "A"; and
- b. Designated Dewatering Site and adjacent Temporary Access Area, as depicted on the attached Exhibit "A";

at any time within an eighteen (18) month period from the date of this instrument in order to perform construction work of any nature, and to perform any other work necessary and incident to Project implementation, together with the right to trim, maintain, and remove the debris therefrom the trees, underbrush, and any other vegetation, within the limits of the right-of-way, upon the following terms and conditions:

1. This permit includes the right of ingress and egress on other lands of the Owner not described above, provided that such ingress and egress is necessary and not otherwise conveniently available to the Government.
2. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this permit or right-of-entry.
3. The Government shall have the right to patrol and police the lands described above during the period of this permit or right-of-entry.
4. If any action of the Government, its employees, representatives, or assigns in the exercise of this right-of-entry result in damage to the real property, the Government will, in its sole discretion, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights

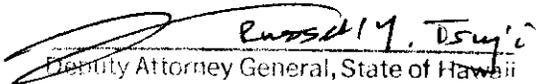
the Owner may have to make a claim under applicable laws for any other damages than those provided herein.

Executed this 15<sup>th</sup> day of July, 2004



Chairperson, DLNR

APPROVED AS TO FORM



RANDALL K. TSUNEYOSHI  
Attorney General, State of Hawaii

United States Army Corps of Engineers

By:   
RANDALL K. TSUNEYOSHI  
Chief, Real Estate Division



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## SECTION 02482

## DREDGING

## PART 1 GENERAL

## 1.1 DEFINITION

Hard material is defined as material requiring blasting or the use of special equipment for economical removal, and includes boulders or fragments (greater than 1000 lbs) too large to be removed in one piece by the dredge.

## 1.2 MATERIAL TO BE REMOVED

The material to be removed is loose clay, sand, gravel, and stones.

## 1.2.1 Hard Material

The removal of hard material is not included as part of this project unless it is determined that the hard material originated from the federal breakwater. In this case, removal of the breakwater material will be coordinated with the Contracting Officer.

## 1.3 ARTIFICIAL OBSTRUCTIONS

Except as indicated, the Government has no knowledge of cables, pipes, or other artificial obstructions or of any wrecks, wreckage, or other material that would necessitate the use of explosives or the employment of additional equipment for economical removal. If actual conditions differ from those stated or shown, or both, an adjustment in contract price or time for completion, or both, will be made in accordance with "FAR 52.236-2, Differing Site Conditions."

## 1.4 SIDE SLOPES

Dredging on side slopes shall follow, as closely as practicable, the lines indicated or specified. No allowance will be made for dredging beyond the indicated project limits.

## 1.5 EXCESSIVE DREDGING

Payment will not be made for dredging beyond the lines and grades indicated on the construction drawings and in the specifications.

## 1.6 ENVIRONMENTAL PROTECTION REQUIREMENTS

Provide and maintain during the life of the contract, environmental protective measures. Also, provide environmental protective measures required to correct conditions, such as oil spills or debris, that occur during the dredging operations. Comply with Federal, State, and local regulations pertaining to water, air, and noise pollution.

## 1.7 BASIS FOR BIDS

Base bids on quantity take-off of sediments to be removed. Sediments to be

removed from the berthing areas will be based on a lump sum basis. The dredging conditions specified and indicated describe conditions which are known. However, the Contractor is responsible for other conditions encountered which are not unusual when compared to the conditions recognized in the dredging business as usual in dredging activities such as those required under this contract.

#### 1.8 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 01330 SUBMITTAL PROCEDURES:

##### SD-07 Schedules

###### Plant and Equipment Schedule;

At the time of bidding, submit a schedule of all plant, equipment auxiliaries and appurtenances on Form 1619R.

###### Operation Plan and Performance Schedule;

Not later than thirty (30) days after receipt of Notice to Proceed, submit an operation plan and performance schedule for accomplishing the dredging work. No work shall commence until the operation plan and performance schedule have been approved by the Contracting Officer. The operation plan and performance schedule shall include a plan and schedule of work; method of dredging and dewatering of dredged material (within the existing sediment basin); method of protection of surrounding structures, equipment and vessels; method of sweeping and sounding; and the method of disposal of excavated materials, including details for containment of the dredged materials and handling of effluent waters.

###### Sweeping Plan, Method and Schedule;

Not less than 30 days prior to any sweeping operations, submit a method and plan for sweeping.

##### SD-09 Reports

###### Dredging Survey Report

Two copies of the Dredging Survey Report shall be submitted.

##### SD-18 Records

###### Dredging Records

Maintain records of all dredging work, sweeping operations and disposal of dredged materials. Also, maintain records of targets, ranges and markers.

## PART 2 PRODUCTS (NOT APPLICABLE)

## PART 3 EXECUTION

## 3.1 GENERAL

Dredging shall consist of the excavation, removal and disposal of every type of loose materials encountered within the lines, slopes, elevations and limits shown on the drawings.

## 3.2 SCHEDULE

## 3.2.1 Order of Work

The Order of Work will be from the inner channel through the outer portion of the entrance channel. The schedule shall be coordinated with the State Department of Land and Natural Resources, Division of Boating and Ocean Recreation Agent.

## 3.3 INSPECTION

Inspect the work, keep records of work performed, and ensure that gauges, targets, ranges and other markers are in place and usable for the intended purpose. Furnish, at the request of the Contracting Officer, boats, boatmen, laborers, and materials necessary for inspecting, supervising, and surveying the work. When on site, provide transportation for the Contracting Officer and inspectors between the dredging plant and adjacent points on shore and to and from the disposal area.

## 3.4 BLASTING

Blasting is not permitted.

## 3.5 INTERFERENCE WITH NAVIGATION

A minimum of one-half of the entrance channel width shall be maintained open at all times to permit entry and exit from the harbor. Use of piers, docks, launch ramps and channels shall not be impeded. Minimize interference with the use of the launch ramp, channel and passages. The Contracting Officer will direct the entire project operations to accommodate the movement of vessels and floating equipment, if necessary. The Contractor shall coordinate with the U.S. Coast Guard for issuance of Notice of Mariners a minimum of 45 days prior to dredging. The scheduling of work and potential navigation obstructions, such as silt curtains, shall be coordinated with the State Division of Boating and Ocean Recreation Manele Small Boat Harbor agent.

Petty Office Chris Bearden  
U.S. Coast Guard  
14th Coast Guard District  
Office of Aids to Navigation  
Phone: (808) 541-2317 (Honolulu)

Ms. Sherry Menze  
Harbor Agent, Manele Small Boat Harbor  
State of Hawaii  
Department of Land and Natural Resources  
Division of Boating and Ocean Recreation  
Manele Harbor

P.O. Box 6301099  
Lanai City, Hawaii 96763-1099  
Cell Phone: (808) 559-0723 (Lanai)

### 3.6 PLANT

The excavation and dredging equipment shall be of a type and size sufficient to meet the requirements of the work, and shall be kept at all times in safe and operational condition for efficient work. Maintain the plant, scows, coamings barges, pipelines, and associated equipment to meet the requirements of the work. Promptly repair all leaks or breaks along pipelines. Remove dredged materials placed due to leaks and breaks. Upon completion of the work, promptly remove plant, including all ranges, buoys, piles, and other markers or obstructions.

### 3.7 LIGHTS

Each night, between sunset and sunrise and during periods of restricted visibility, provide lights for floating plants, pipelines, ranges and markers. Also, provide lights for buoys that could endanger or obstruct navigation. When night work is in progress, maintain lights from sunset to sunrise for the observation of dredging operations. Lighting shall conform to United States Coast Guard requirements for visibility and color.

### 3.8 RANGES, GAUGES AND LINES

Furnish, set, and maintain ranges, buoys and markers needed to define the work and to facilitate inspection. Establish and maintain gauges in locations observable from all parts of the work so that the depth may be determined. Suspend dredging operations when the gauges or ranges cannot be seen or followed.

### 3.9 DISPOSAL OF DREDGED MATERIALS

Provide for safe transportation and disposal of dredged materials. Dredged material shall be dewatered in the designated dewatering area before leaving the project site. The deposit of dredged materials in unauthorized places is forbidden. The Contractor shall be required to remove any misplaced material at his expense. The Contractor shall comply with rules and regulations of local port and harbor authorities. The Contractor shall dispose the dredged material at the County of Maui landfill, located on the island of Lanai, unless instructed otherwise by the Contracting Officer or his authorized representative. For further information on the landfill, contact Mike Souza, Landfill Operation Manager on Maui at 808-268-8589.

### 3.10 MEASUREMENT AND FINAL ACCEPTANCE

The Contractor shall sweep the dredged area. Sweeping operations shall be performed as specified below.

#### 3.10.1 Pre-Dredge Survey

The drawings represent existing conditions based on available information. Soundings shall be taken by the Contractor before dredging. Soundings shall be made by a licensed surveyor registered in the State of Hawaii using standard hydrographic surveying techniques with a maximum spacing of 20 feet between soundings. Depths shall be recorded to tenths of a foot. The soundings shall be tied to the Hawaii State Plane Coordinate System, Zone 2, Old Hawaiian Datum. A digital CADD or GIS file of the soundings

and two hard copies of the Dredging Survey Report shall be submitted to the Government.

### 3.10.2 Post-Dredge Survey

As soon as practicable after the completion of all maintenance dredging under this project, the Contractor, at his expense, shall retain a licensed surveyor registered in the State of Hawaii to provide a post-dredging survey by sounding. Depths shall be recorded to tenths of a foot. The soundings shall be tied to the Hawaii State Plane Coordinate System, Zone 2, Old Hawaiian Datum. A digital CADD or GIS file of the soundings and a hardcopy of the Dredging Survey Report shall be submitted to the Government. This survey will be subject to verification by the Government.

Sweeping shall be done first and the area re-swept as necessary until the project depth is obtained. Sweeping operations shall be carried out from the reference lines, control points, and bench marks established by the Government as indicated on the drawings. Ranges required by the Contractor to carry out the sweeping operations shall be set by the Contractor at his own expense. Sweeping shall be done in such a manner that sufficient overlap, not less than five (5) feet, on each succeeding sweep is attained to insure adequate coverage. The Contractor's method and plan for accomplishing the sweeping operation shall be reviewed by the Contracting Officer. Should any shoals, lumps, or other lack of contract depth be disclosed by the examination, the Contractor will be required to remove same by dragging the bottom or by excavating, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived at the discretion of the Contracting Officer or his authorized representative. The Contracting Officer or his authorized representative will be notified when soundings are to be made, and will be permitted to accompany the survey party. When the entire dredging area is found to be in a satisfactory condition, it will be accepted finally.

### 3.10.3 Final Acceptance

Final acceptance of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error.

-- End of Section --