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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01200

GENERAL REQUIREMENTS

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SECTION 01200

GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 APPLICABLE PUBLICATIONS

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.

Code of Federal Regulations (CFR)

CFR 29	Part 1926	Safety and Health Regulations for Construction
CFR 33	Part 80	Colregs Demarcation Lines
CFR 33	Part 156	Oil and Hazardous Material Transfer Operations

CORPS OF ENGINEERS (COE)

385-1-1	(1996) Safety and Health Requirements Manual
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U.S. Department of Commerce, (DOC)

DOC PS 1	(1983) Construction and Industrial Plywood
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Federal Specifications (FS)

FS FF-B-575Ref Id	(Rev C) Bolts, Hexagon and Square
FS FF-N-105	(Rev B; Int Am 4) Nails, Brads, Staples and Spikes: Wire, Cut and Wrought
FS FF-N-836	(Rev D; Am 2) Nut: Square, Hexagon, Cap, Slotted, Castle, Knurled, Welding and Single Ball Seat
FS MM-L-751	(Rev H) Lumber; Softwood
FS TT-E-529	(Rev D) Enamel, Alkyd, Semi-Gloss
FS TT-P-25	(Rev E; Am 2) Primer Coating, Exterior (Undercoat for Wood, Ready-Mixed, White and Tints)

1.2 SUBMITTALS

Government approval is required for all submittals with a "G" designation. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-07 Certificates

Site-specific Safety and Health Plan; G

Activity Hazards Safety Analysis; G

SD-05 Design Data

Site Plan; G RE

Access and Haul Roads; G RE

1.3 PROJECT FACILITIES

1.3.1 Site Plan

The Contractor shall prepare a site plan, for the Contracting Officer's approval, indicating the proposed location and dimensions of any area to be fenced and used by the Contractor, the number of trailers to be used, avenues of ingress/egress to the fenced area and details of the fence installation. Any areas which may have to be graveled to prevent the tracking of mud shall also be identified. The Contractor shall also indicate if the use of a supplemental or other staging area is desired.

1.3.2 Construction Signs

The signs shall be erected as soon as possible and within 15 days after commencement of work under this contract.

- a. Five Project Signs at locations designated by the Contracting Officer.
- b. Warning Signs facing approaching traffic on all roads crossing under overhead power transmission lines and at the bases of the power transmission line towers.
- c. Six hard hat signs at locations designated by the Contracting Officer.

1.3.3 Bulletin Board at the Contractor's Office

A weatherproof bulletin board, approximately 920 mm wide (36 inches) and 760 mm (30 inches) with hinged glass door shall be provided adjacent to or mounted on the Contractor's project office. If adjacent to the office, the bulletin board shall be securely mounted on no less than 2 posts. Bulletin

board and post shall be painted or have other approved factory finish. The bulletin board shall be easily accessible at all times and shall contain wage rates, equal opportunity notice, and such other required items to be posted.

1.3.4 Sanitary Facilities

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

1.3.5 Employee Parking

Contractor employees shall park privately owned vehicles in an area approved by the Contracting Officer. This area will be within reasonable walking distance of the construction site.

1.3.6 Construction Water

The Contractor shall be responsible for obtaining water for construction purposes at no additional cost to the Government. Construction water shall be fresh, clean, potable, and free from any injurious amounts of oil, acid, salt, or alkali.

1.4 CONSTRUCTIONS SIGNS

1.4.1 Materials

Lumber shall conform to FS MM-L-751, and shall be seasoned Douglas Fir, S4S, Grade D or better except that posts, braces and spacers shall be construction Grade (WCLB).

Plywood shall conform to NIST PS 1, grade A-C, Group 1, exterior type.

Bolts, Nuts and Nails. Bolts shall conform to FS FF-B-575, nuts shall conform to FS FF-N-836, and nails shall conform to FS FF-N-105.

Paints and Oils. Paints shall conform to FS TT-P-25 for primer and TT-E-529 for finish paint and lettering.

Text

1.4.2 Construction

Project and hard hat signs shall be constructed as detailed in Figures 1, 2, and 3. Decals and safety signs will be furnished by the Contracting Officer.

Warning Signs shall be constructed of plywood not less than 12 mm (1/2 inch) thick and shall be securely bolted to the supports with the bottom of the sign face 900 mm (3 feet) above the ground. The sign face shall be 600 x 1200 mm (2 x 4 feet), all letters shall be 100 mm (4 inches) in height, and the wording shall be: "WARNING: OVERHEAD TRANSMISSION LINES."

Painting. All exposed surfaces and edges of plywood shall be given one

coat of linseed oil and be wiped prior to applying primer. All exposed surfaces of signs and supports shall be given one coat of primer and 2 finish coats of white paint. Except as otherwise indicated, lettering on all signs shall be black and sized as indicated.Text

1.5 CONTRACTING OFFICER'S FACILITY

The Contractor shall provide a facility for the Contracting Officer's Representative in accordance with the following description. The Contractor shall submit the floor plan for Contracting Officer's approval prior to supplying the facility.

1.5.1 Trailer

The Contractor shall provide a 3.6 m x 18.3 m (12 ft. x 60 ft.) trailer within the Contractor's staging area as directed by the Contracting Officer. All utilities (including electrical, water, sewage and telephone) shall be connected, installed and maintained for the trailer. Water and sanitary facilities shall be located within the trailer. The trailer is to be provided with two(2) unisex restrooms. Septic tank may be substituted should connection to local sewer line not be available. An adequate supply of cooled bottled drinking water shall be furnished and maintained. Janitorial service for the trailer shall be provided three (3) times per week (Monday, Wednesday and Friday). The trailer is to be provided with a 24 hour monitored security system, including exterior door sensors, motion detectors and a control key pad. All windows are to be provided with security bars or grates.

1.5.2 Furniture and Equipment

The following furniture and equipment shall be provided and maintained:

- a. 3 ea Telephone lines and service
- b. 3 ea Telephone
- c. 3 ea Desk, 1 m by 1.6 m
- d. 3 ea Wheeled desk chairs, with arm rests
- e. 3 ea File cabinets, minimum 4 drawer, legal, lockable
- f. 3 ea Book case, minimum 3 shelves
- g. 2 ea Wheeled secretarial chairs
- h. 1 ea Standard bulletin board for interior of office
- i. 1 ea Liquid chalkboard
- j. 1 ea Standard copy machine
- k. 1 ea FAX machine
- l. 1 ea Under counter refrigerator
- m. 1 ea Microwave oven

1.5.3 Parking

Open parking space for 6 vehicles shall be located conveniently to the office. The combined parking and building area shall be enclosed with a woven wire fence approximately 3.05 m (10 feet) high, with a 3.05 m (10 feet) wide lockable gate accessible from a road or street, and barbed or razor wire be placed on top of the fence and gate. The fenced area shall

be sufficient size to permit ease in the parking of vehicles. Automatic Security lighting is to be provided around the office trailer and parking area. The security lighting shall come on just before dusk and shut off at first morning light. Materials for the facilities need not be new, provided they are adequate for the intended use. The cost for sewer, water, power, and telephone usage will be the responsibility of the Contractor except that the Contractor will be reimbursed for any long distance telephone charges not related to the project.

1.5.4 Occupancy

The Project Engineer's Office shall be available for occupancy within 10 days of the Notice to Proceed and not be removed prior to the completion date of the contract.

1.6 MAINTENANCE AND DISPOSAL OF PROJECT FACILITIES

The Contractor shall maintain the project facilities in good condition throughout the life of the project. Upon completion of the work under this contract, the facilities covered under this section shall remain the property of the Contractor and shall be removed from the site at his expense.

1.7 PROTECTION AND MAINTENANCE OF TRAFFIC

1.7.1 Traffic Maintenance

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the State and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations at no additional cost to the Government.

1.7.2 Access and Haul Roads

The Contractor shall, at its own expense, construct access and haul roads necessary for proper prosecution of the work under this contract. Access and haul roads shall be constructed with suitable grades and widths; sharp curves, blind corners, and dangerous cross traffic shall be avoided. The Contractor shall provide necessary lighting, signs, barricades, and distinctive markings for the safe movement of traffic. The method of dust control (reference section 01354 ENVIRONMENTAL PROTECTION, paragraph PROTECTION OF AIR RESOURCES) shall be adequate to ensure safe operation at

all times. Location, grade, width, and alignment of access and haul roads shall be subject to approval by the Contracting Officer. Lighting shall be adequate to assure full and clear visibility for full width of access and haul roads and work areas during any night work operations. Access and haul roads shall not damage permanent structures. Upon completion of the work, access and haul roads designated by the Contracting Officer shall be removed.

Plans shall be submitted to the Contracting Officer for approval for all proposed access and haul roads, whether within or outside the limits of the construction area, at least 15 calendar days prior to construction of such roads. The plans shall indicate width of road, direction of traffic, road markings, type of guardrail, curves, grades, runouts, and other information in sufficient detail for studying safety of the proposed roads. Haul roads shall be proposed so that use of existing residential streets and roads are minimized.

1.7.3 Public and Private Access Roads

When it is necessary for heavy equipment to operate on or to cross project roads or arterial roads, flaggers, signs, lights and/or other necessary safeguards shall be furnished to safely control and direct the flow of traffic. When it is necessary to operate on existing roads outside the construction area, all necessary permits shall be obtained from the appropriate private or public authority. Work shall be conducted in such manner so as to obstruct and inconvenience traffic on existing roads outside the construction limits as little as possible. Spillage of earth, dusty materials, and mud on project roads or other roads will not be permitted. If spillage cannot be prevented, the spillage shall be immediately removed and such areas shall be kept clear throughout the workday. At the conclusion of each workday, such traveled areas shall be cleared of spillage, dusty materials, and mud.

1.7.4 Maintenance of Roads

All access and haul roads, within the construction area, including the borrow areas, shall be maintained to provide vehicular access for the Government's vehicles and the contractor's vehicles and equipment. Road maintenance shall include rock/mud slides, washouts, and any incident which would restrict vehicular/equipment access. Prior to any alterations of any road alignment, the contractor shall receive an approval from the Contracting Officer. Road maintenance and alterations shall be performed by the contractor at no additional cost to the Government.

1.7.5 Barricades

The Contractor shall erect and maintain temporary barricades to limit public access to hazardous areas. Such barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

1.8 SCRAP MATERIAL

Materials indicated to be removed and not indicated to be salvaged, stored or reinstalled are designated as scrap and shall become the property of the Contractor and be removed from the site of work. The Contractor by signing this contract hereby acknowledges that he made due allowance for value, if any, of such scrap in the contract price.

1.9 PROTECTION OF EXISTING WORK

Before beginning any cutting or removal work, the Contractor shall carefully survey the existing work and examine the drawings and specifications to determine the extent of the work. The Contractor shall take all necessary precautions to insure against damage to existing work to remain in place, to be reused, or to remain the property of the Government, and any damage to such work shall be repaired or replaced as approved by the Contracting Officer at no additional cost to the Government. The Contractor shall carefully coordinate the work of this section with all other work and construct and maintain shoring, bracing and supports, as required. The Contractor shall insure that structural elements are not overloaded and be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under any part of this Contract.

1.10 POINTS OF CONTACT

1.10.1 Company or Agency Contacts

The following is a list of points of contact:

Company or Agency	Contact	Telephone
EMERGENCY		911
U.S.Army Corps of Engineers	Dan Moore	(909)655-2101
	Joe Flynn	(909)655-2101
Riverside County Flood Control and Water Conservation District	Steve Thomas	(909)955-1299
City of Norco, Public Works Director	Joseph Schenk	(909)270-5627
Animal Control		(909)737-8972
Riverside County Sheriff	Non-emergency	(909)955-2444
San Bernadino County Police Dispatch	Non-emergency	(909)383-5311
California Highway Patrol Dispatch	Non-emergency	(909)889-1862

Fire Department

Non-emergency

(909)270-5995

1.10.2 List of Contractor Contacts

Prior to the start of work, the Contractor shall provide the Contracting Officer with names, addresses and 24-hour phone numbers of the Contractor's project engineer, superintendent and foreman.

1.11 PUBLIC UTILITIES, NOTICES, AND RESTRICTIONS

1.11.1 General

The approximate location of all pipe lines, power and communication lines, and other utilities known to exist within the limits of such work are indicated on the drawings. The sizes, locations, and names of owners of such utilities are given from available information, but their accuracy is not guaranteed. Except as otherwise indicated on the drawings, all existing utilities shall be left in place and the Contractor shall conduct his operations in such a manner that the utilities will be protected from damage at all times, or arrangements shall be made by the Contractor for their relocation at the Contractor's own expense. The Contractor shall be responsible for any damage to utilities known to exist and shall reimburse the owner for such damage caused by his operations.

1.11.2 Relocation or Removal

Utilities shown on the drawings and not designated for removal or relocation will be left in place and be subject to the CONTRACT CLAUSE: PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. The Contractor may make arrangements with the owner for the temporary relocation and restoration of utilities not designated to be relocated, or for additional work in excess of the work needed to relocate utilities designated for relocation at no additional cost to the Government.

1.11.3 Utilities Not Shown

If the Contractor encounters, within the construction limits of the entire project, utilities not shown on the drawings and not visible as of the date of this contract and if such utilities will interfere with construction operations, he shall immediately notify the Contracting Officer in writing to enable a determination by the Contracting Officer as to the necessity for removal or relocation. If such utilities are left in place, removed or relocated, as directed by the Contracting Officer, The Contractor shall be entitled to an equitable adjustment for any additional work or delay.

1.11.4 Coordination

The Contractor shall cooperate and coordinate with all Contractors and personnel working concurrently in the project vicinity. The Contractor shall consult and cooperate with the owner of utilities that are to be relocated or removed by others to establish a mutual performance schedule and to enable coordination of such work with the construction work. These consultations shall be held as soon as possible after award of the contract

or sufficiently in advance of anticipated interference with construction operations to provide required time for removal or relocation of affected utilities.

1.11.5 Notices

1.11.5.1 Utilities To Be Relocated or Protected.

Unless otherwise specified, the Contractor shall notify the Contracting Officer, in writing, thirty (30) calendar days prior to starting work on any utility to be protected. On each protection, notification shall include dates on which the contractor plans excavation, and construction work, as applicable. The Contractor shall also notify the following representatives of utility owners not less than fourteen (14) days, unless otherwise specified, prior to start of work in the vicinity of their respective utilities. Note that the City of Norco is also the contact for sewer facilities.

Southern California Gas Company
1981 W. Lugonia
Redlands, CA 92374-9723
Devery Jennings (909)335-7772

Pacific Bell
3939 East Coronado, Second Floor
Anaheim, CA 92807
Shelly Blasingham (714)237-7126

Southern California Edison Company
1351 E. Francis
Ontario, CA 91761
Val Rosales (909)930-8483

Charter Communications
6680 View Park Court
Riverside, CA 92503
Stewart King (909)688-9012

City of Norco Water Department
2870 Clark Avenue
Norco, CA 91760
(909)735-3900
Bill Thompson, Pager (909)448-5550

1.11.5.2 Staking of Utilities

In addition to notification of representatives of utility owners, the Contractor shall notify the City of Norco Public Works Director, Joe Schenk at (909) 270-5627 and Underground Service Alert (USA) at 1-800-422-4133, between the hours of 7:00 a.m. and 4:30 p.m. at least two full working days prior to any excavation within any street right-of-way or any work in the vicinity of known underground utilities, to have underground utilities field located and staked.

1.11.5.3 Existing Bench Marks and Right of Way Markers.

The Contractor shall notify the Contracting Officer, in writing, seven (7) days in advance of the time he proposes to remove any bench mark or right-of-way marker.

1.11.5.4 Traffic Routing

The Contractor shall notify the Contracting Officer, the City of Norco Public Works Department, and the Riverside County Flood Control and Water Conservation District at least 7 days in advance of the time that work will be started in areas requiring the rerouting of traffic, traffic lane striping, and removal of street signs. The foregoing shall apply to progressive modifications of traffic routings within an area in which work is in progress. A permit is required. The City of Norco shall be notified by contacting the Public Works Director, Joe Schenk, telephone number (909) 270-5627.

1.11.5.5 Street Closure

City of Norco Public Works Department, Riverside County Sheriff, Highway Patrol, Fire Department, Riverside County Flood Control and water Conservation District, and all affected property owners, shall be notified by the Contractor whenever a street is to be closed to traffic. Approval is required prior to closing. If closing is to be of a long duration, a single notification to each department 7 days in advance of closing will be sufficient. A single notification shall then be made at the time the street is again opened to traffic. If the closing is to be of short duration or if different sections of the street are to be closed at different times, notification shall be made on a day-to-day basis.

Should temporary road closures be necessary, the Contractor shall clearly mark and identify alternative routes and detours. Proper signage, flagman, and strict adherence to driving safety procedures shall be implemented and utilized by the Contractor, with special attention being given in multi-use zones.

1.11.5.6 Spill Reporting

The Contractor shall notify the Contracting Officer immediately after all spills, regardless of quantity, including all personnel exposures. The Contractor shall submit a written notification not later than 7 calendar days after the initial notification. The written notification shall include the following:

- a. Item spilled, leaked or released in an unauthorized manner (Identification, Quantity and Manifest Number)
- b. Whether the amount spilled, leaked or released in an unauthorized manner is EPA reportable and, if reported, a copy of the report.
- c. Exact location of the spill, leak or unauthorized release.

- d. Nature of exposure to personnel.
- e. Containment procedures initiated.
- f. Anticipated cleanup and disposal procedures.
- g. Disposal location of spill, leak or unauthorized release residue.

1.11.5.7 Existing Bench Marks and R/W Markers

The Contractor shall notify the Contracting Officer, in writing, 7 days in advance of the time he proposes to remove any bench mark or right-of-way marker.

1.11.6 Restrictions

Reference specifications section 01354, ENVIRONMENTAL PROTECTION.

a. Representatives of Other Agencies
Personnel representing owners and agencies may be present for various portions of the work. However, the Contractor will be responsible only to the Contracting Officer.

b. Working Hours. The Contractor shall restrict all construction activities to the following schedule:

Monday through Friday between 7 a.m. and 6 p.m.

Employee access to the job site will be allowed 30 minutes prior to starting time unless otherwise approved by the Contracting Officer. No work will be permitted on Saturdays, Sundays or Federal Holidays.

c. **Amendment 1 Borrow shall halt when sufficient material for construction purposes has taken place. The grading plan for borrow shall be approved by the Contracting officer prior to commencing borrow operations.**

1.12 PERMITS

Reference is made to the clause of the contract entitled: PERMITS AND RESPONSIBILITIES, which obligate the Contractor to obtain all required licenses and permits.

1.12.1 Oversize Loads

Oversize loads, over 8'6" wide, may require a Caltrans permit for hauling on State highways. P.O.C. Caltrans, Transportation Permits, P.O. Box 231, 247 W. Third Street, San Bernardino, CA, (909) 383-4637.

1.12.2 Air Quality

Contractor shall have a current, valid Air Quality permit for all equipment

that require an Air Quality permit.

1.13 PUBLIC SAFETY

Attention is invited to the CONTRACT CLAUSE: PERMITS AND RESPONSIBILITIES.

The Contractor shall provide temporary fencing, barricades, and/or guards, as required, to provide protection in the interest of public safety.

Whenever the Contractor's operations create a condition hazardous to the public, he shall furnish at his own expense and without cost to the Government, such flag men and guards as are necessary to give adequate warning to the public of any dangerous conditions to be encountered and he shall furnish, erect, or maintain such fences, barricades, lights, signs and other devices as are necessary to prevent accidents and avoid damage or injury to the public. Flag men and guards, while on duty and assigned to give warning and safety devices shall conform

to applicable city, county, and state requirements. Should the Contractor appear to be neglectful or negligent in furnishing adequate warning and protection measures, the Contracting Officer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor without additional cost to the Government. Should the Contracting Officer point out the inadequacy of warning and protective measures, such action of the Contracting Officer shall not relieve the Contractor from any responsibility for public safety or abrogate his obligation to furnish and pay for those devices. The installation of any general illumination shall not relieve the Contractor of his responsibility for furnishing and maintaining any protective facility.

1.13.1 General

The Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, (see CONTRACT CLAUSES: SECTION 00700, ACCIDENT PREVENTION) and the Occupational Safety and Health Act (OSHA) Standards for Construction (Title 29, Code of Federal Regulations Parts 1910 and 1926 as revised from time to time) and Cal/OSHA Title 8 Regulations are applicable to this contract. In case of conflict, the most stringent requirement of the standards is applicable. Pursuant to EM 385-1-1, the Contractor shall submit a Site-specific Safety and Health Plan

1.13.2 Activity Hazard Analysis

Based on the construction schedule, the Contractor shall submit an Activity Hazards Safety Analysis of each major phase or work prior to entering that phase of activity. The analysis shall include major or high risk hazards, as well as commonly recurring deficiencies that might possibly be encountered for that operation, and shall identify proposed methods and techniques of accomplishing each phase in a safe manner. The Prime Contractor's superintendent shall take active participation in the Activity Hazard Analysis, including the subcontractor's work. Prior to start of actual work a meeting shall be held with the Prime Contractor, Government, and affected subcontractor to review the Activity Hazard Analysis. In addition, job site meetings shall be held to train exhaustively foreman and workers on details of this analysis.

1.14 CONTRACTOR SAFETY PERSONNEL REQUIREMENT

Full-time, on-site, safety coverage by Contractors shall be required at all times during this contract.

This contract is considered high hazard and the following conditions and safety requirements are to be followed during the entire duration of this contract.

The Contractor shall employ at the project site to cover all hours of work at least one Safety and Occupational Health Professional to manage the overall Safety program and to manage the Contractor's accident prevention program. Duties which are not germane to the safety program, such as quality control or project engineering shall not be assigned to the Safety and Health staff. The Safety Professional shall report to and work directly for the Contractor's on-site top manager, higher level official, or corporate safety office. The Safety and Health staff shall have the authority to take immediate steps to correct unsafe or unhealthful conditions. The presence of a Safety and Health person shall not abrogate safety responsibilities of other personnel.

1.14.1 Qualifications for Safety and Health Professional(s)

- a. Shall have a degree in engineering or safety in at least a four year program from an accredited school and in addition, shall have been engaged in safety and occupational health for at least two (2) years, no time being credited to these two (2) years unless at least fifty (50) percent of the time each year was devoted to safety and occupational health; or
- b. Shall have a legal registration as a Professional Engineer, Certified Safety Professional, or a Certified Safety Manager, and, in addition, shall have been engaged in safety and occupational health for at least one (1) year, no time being credited to this one (1) year experience unless at least fifty (50) percent of the time was devoted to safety and occupational health; or
- c. Shall have degree other than that specified in (a) above and, in addition, shall have been engaged in safety and occupational health for at least three (3) years, no time being credited to these three (3) years unless at least fifty (50) percent of the time each year was devoted to safety and occupational health; or
- d. In lieu of a degree, shall have been engaged in safety and occupational health for at least five (5) years, no time being credited to these five (5) years unless at least fifty (50) percent of the time each year was devoted to safety and occupational health;
- e. First aid work is not creditable experience.

The following shall be furnished to the Contracting Officer for acceptability prior to the pre-construction conference:

- a. The name and qualifications of nominated safety persons (in resume format).
- b. A functional description of duties.
- c. A copy of a letter from an authorized official of the Contractor which describes the duties and authority of the safety professional, including delegating sufficient authority to stop work to immediately correct the unsafe or unhealthful conditions.

1.15 OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) STANDARDS

The OCCUPATIONAL SAFETY and HEALTH ACT (OSHA) STANDARDS for CONSTRUCTION (Title 29, Code of Federal Regulations Part 1926 as revised from time to time) and the Corps of Engineers General Safety and Health Requirements Manual, EM 385-1-1, are both applicable to this contract. The most stringent requirement of the two standards will be applicable. Pursuant to EM 385-1-1, the Contractor shall submit a Site Safety Health Plan.

1.16 REPAIR OF STREETS, ACCESS ROADS, AND WORK AREAS

The Contractor shall restore streets and access roads (used for haul routes and mobilizing equipment) and work areas to original condition upon completion of the work. Contractor shall restore to local city standards.

1.17 INSPECTION

Reference is made to the clause of the contract entitled: INSPECTION OF CONSTRUCTION. In addition, the Contractor will be required:

- a. To furnish, on the request of the Contracting Officer or any inspector, the use of such laborers and material forming a part of the ordinary and usual equipment and crew of the plant as may be reasonably necessary in inspecting and supervising the work.
- b. To furnish, on the request of the Contracting Officer or any inspector, suitable transportation from all points designated by the Contracting Officer to and from the various pieces of plant, and to and from the work areas. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor.
- c. To allow authorized representatives of the California Regional Water Quality Control Board and the South Coast Air Quality Management District to: enter upon the Contractor's premises where a regulated facility or activity is located or conducted, or where records are kept; have access to and copy, at reasonable times, any records that

must be kept per agency requirements; inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated by these agencies; and sample or monitor at reasonable times any substances or parameters at any location for the purpose of assuring compliance with agency regulations.

1.18 AS-BUILT DRAWINGS

The Contractor shall furnish three (3) full size sets of as-built prints, as well as an electronic file of excavated material of borrow area (xyz and file delineating area of excavation), for use in preparation of as-built drawings by the Government. The as-built prints shall be a record of the construction as installed and completed by the Contractor. They shall include all the information shown on the contract set of drawings and a record of all deviations, modifications, or changes from those drawings, however minor, which were incorporated in the work, all additional work not appearing on the contract drawings, and all changes which are made after final inspection of the contract work. In the event that the Contractor accomplishes additional work which changes the as-built conditions of the project after submission of the as-built drawings, the Contractor shall furnish revised and/or additional drawing as required to depict as-built conditions. The requirements for these additional drawings will be the same as for the as-built drawings included in the original submission. The prints shall show the following information, but not be limited thereto:

(a) Correct grade and alignment of buttress fill structure if any changes were made from contract plans.

(b) Correct elevations if changes were made in site grading or placement of materials in the buttress fill structure.

(c) 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, details of permanent shoring to be left in place (materials properties, dimensions, top and bottom elevations, installation method, and other pertinent details), details of backdrain (locations, elevations, slopes, perforation details), etc.

(d) The topography and grades of all roads and drainage installed or affected as part of the project construction.

(e) All changes or modifications which result from the final inspection.

Submittal to Contracting Officer for review and approval. Not later than 2 weeks after acceptance of the project by the Government, the Contractor shall deliver to the Contracting Officer three (3) full size sets of prints marked up to depict as-built conditions. If upon review, the drawings are found to contain errors and/or omissions, they shall be returned to the Contractor for correction. The Contractor shall complete the corrections and return the drawings to the Contracting Officer within ten (10) calendar

days.

1.19 NOTICE OF PARTNERSHIP

The Government intends to encourage the foundation of a cohesive partnership with the Contractor and its subcontractors. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance and intended to achieve completion within budget, on schedule, and in accordance with plans and specifications; and to develop a single cooperative management team focused on the success of the project. This partnership would be bilateral in makeup, and participation will be totally voluntary. An integral aspect of partnering is the resolution of disputes in a timely, professional, and non-adversarial manner through the use of issue clarification and problem solving. Alternate Dispute Resolution (ADR) methodologies will be encouraged in place of more formal dispute resolution procedures. ADR will assist in promoting and maintaining an amicable working relationship to preserve the partnership. ADR is a voluntary, non-binding procedure available for use by the parties to this contract to resolve any dispute that may arise during performance. To implement this partnership initiative, it is anticipated that within 45 days of Notice to Proceed the Contractor's on-site project manager and Government's resident engineer would attend a two day partnership development seminar/team building workshop together with the Contractor's key on-site staff and key Government personnel. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price. Follow-up workshop of 1 to 2 days duration would be held periodically throughout the duration of the contract as agreed to by the Contractor and Government.

1.20 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause entitled: DEFAULT (FIXED PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

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

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

activities.

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

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
3	3	3	1	2	3	8	7	5	3	1	2

Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather days shall include days impacted by acutal adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the numbers of actual adverse weather delay days exceeds the number of days anticipated in subparagraph 17.2, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract Clause entitled: DEFAULT (FIXED PRICE CONSTRUCTION).

PART 2 MATERIALS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END -- End of Section --