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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01090

SOURCES FOR REFERENCE PUBLICATIONS

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SECTION 01090

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 sponsoring organization, e.g. UL 1 (1993; Rev thru Jan 1995) Flexible Metal Conduit. However, when the sponsoring organization has not assigned a number to a document, an identifying number has been assigned for convenience, e.g. UL's unnumbered 1995 edition of their Building Materials Directory is identified as UL-01 (1995) Building Materials Directory. The sponsoring organization number (UL 1) can be distinguished from an assigned identifying number (UL-1) by the dash mark (-).

1.2 ORDERING INFORMATION

The addresses of the organizations whose publications 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 sponsoring organization should be ordered from the source by title rather than by number.

ACI INTERNATIONAL (ACI)
P.O. Box 9094
Farmington Hills, MI 48333-9094
Ph: 248-848-3700
Fax: 248-848-3701
Internet: http://www.aci-int.inter.net

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)
444 N. Capital St., NW, Suite 249
Washington, DC 20001
Ph: 800-231-3475
Fax: 800-525-5562
Internet: www.aashto.org

AMERICAN CONCRETE PIPE ASSOCIATION (ACPA)
222 West Las Colinas Blvd., Suite 641
Irving, TX 75039-5423
Ph: 972-506-7616
Fax: 972-506-7682
Internet: http://www.concrete-pipe.org
e-mail: info@concrete-pipe.org

AMERICAN FOREST & PAPER ASSOCIATION (AF&PA)
1111 Nineteenth St. NW, Suite 800
Washington, DC 20036
Ph: 800-294-2372
Fax: 202-463-2791
Internet: http://www.awc.org
Order From: American Wood Council
P.O. Box 5364
Madison, WI 53705-5364
Ph: 800-890-7732
Fax: 608-231-2152

AMERICAN HARDBOARD ASSOCIATION (AHA)
1210 W. Northwest Highway
Palatine, IL 60067
Ph: 708-934-8800
Fax: 708-934-8803

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)
One East Wacker Dr., Suite 3100
Chicago, IL 60601-2001
Ph: 312-670-2400
Publications: 800-644-2400
Fax: 312-670-2400
Internet: http://www.aiscweb.com

AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (AITC)
7012 So. Revere Parkway, Suite 140
Englewood, CO 80112
Ph: 303-792-9559
Fax: 303-792-0669

AMERICAN IRON AND STEEL INSTITUTE (AISI)
ATTN: Publication Orders
P.O. Box 4321
Chestertown, MD 21690
Ph: 800-277-3850
Fax: 410-810-0910

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
11 West 42nd St
New York, NY 10036
Ph: 212-642-4900
Fax: 212-398-0023
Internet: www.ansi.org/

AMERICAN RAILWAY ENGINEERING ASSOCIATION (AREA)
50 F St., NW, Suite 5200
Washington, DC 20001
Ph: 202-639-2190
Fax: 202-639-2183

AMERICAN SOCIETY FOR NONDESTRUCTIVE TESTING (ASNT)
1711 Arlingate Lane
P.O. Box 28518
Columbus, OH 43228-0518
Ph: 800-222-2768
Fax: 614-274-6899

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
100 Barr Harbor Drive
West Conshohocken, PA 19428-2959
Ph: 610-832-9500
Fax: 610-832-9555
E-mail: cservice@astm.org

AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)
1801 Alexander Bell Drive
Reston, VA 20190-4400
Ph: 800-548-2723
Fax: 703-295-6333
Internet: www.pubs.asce.org
e-mail: marketing@asce.org

AMERICAN SOCIETY OF SANITARY ENGINEERING (ASSE)
P.O. Box 40362
Bay Village, OH 44140
Ph: 216-835-3040
Fax: 216-835-3488
E-mail: asse@ix.netcom.com

AMERICAN WATER WORKS ASSOCIATION(AWWA)
6666 West Quincy
Denver, CO 80235
Ph: 800-926-7337
Fax: 303-795-1989
Internet: www.awwa.org

AMERICAN WELDING SOCIETY (AWS)
550 N.W. LeJeune Road
Miami, FL 33126
Ph: 305-443-9353
Fax: 305-443-7559

AMERICAN WOOD-PRESERVERS' ASSOCIATION (AWPA)
3246 Fall Creek Highway, Suite 1900
Grandbury, TX 76049-7979
Ph: 817-326-6300
Fax: 817-326-6306

APA - THE ENGINEERED WOOD ASSOCIATION (APA)
P.O. Box 11700
Tacoma, WA 98411-0700
Ph: 253-565-6600
Fax: 253-563-7265
Internet: www.apawood.org

ARCHITECTURAL WOODWORK INSTITUTE (AWI)
1952 Isaac, Newton Square West
Centreville, VA 20190
Ph: 703-733-0600
Fax: 703-733-0584

ASPHALT INSTITUTE (AI)
Research Park Dr.
P.O. Box 14052
Lexington, KY 40512-4052 Ph: 606-288-4960
Fax: 606-288-4999
Internet: www.asphaltinstitute.org
e-mail: asphalti@asphaltinstitute.org

ASSOCIATION OF IRON AND STEEL ENGINEERS (AISE)
Three Gateway Center, Suite 2350
Pittsburg, PA 15222
Ph: 412-281-6323

BUREAU OF RECLAMATION (BOR)
Dept. of the Interior
P.O. Box 25007
Denver, CO 80225
Ph: 303-236-0305, ext. 457
Order from:
National Technical Information
Services (NTIS)
5285 Port Royal Rd.
Springfield, VA 22161
Ph: 800-553-6847
Fax: 703-321-8547
Internet: http://www.fedworld.gov/ntis/ntishome.html

CALIFORNIA REDWOOD ASSOCIATION (CRA)
405 Enfrente Ave., Suite 200
Novato, CA 94949
Ph: 415-382-0662
Fax: 415-382-8531

CODE OF FEDERAL REGULATIONS (CFR)
Order from:
Government Printing Office
Washington, DC 20402
Ph: 202-512-1800
Fax: 202-275-7703
Internet: http://www.pls.com:8001/his/cfr.html

CONCRETE REINFORCING STEEL INSTITUTE (CRSI)
933 No. Plum Grove Rd.
Schaumburg, IL 60173-4758
Ph: 847-517-1200
Fax: 847-517-1206
Internet: http://www.crsi.org

CORPS OF ENGINEERS (COE)
Order 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: 601-634-2571
Fax: 601-634-2506

DEPARTMENT OF COMMERCE (DOC)
Order From:
National Technical Information Service
5285 Port Royal Road
Springfield, VA 22161
Ph: 703-487-4600
Fax: 703-321-8547
Internet: http://www.ntis.gov

DEPARTMENT OF DEFENSE (DOD)
Order from:
National Technical Information Service
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Springfield, VA 22161
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ENGINEERING MANUALS (EM)
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2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081

ENGINEERING PAMPHLETS (EP)
USACE Publications Depot
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2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081

ENGINEERING REGULATIONS (ER)
USACE Publications Depot
Attn: CEIM-SP-D 2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081

ENVIRONMENTAL PROTECTION AGENCY (EPA)
Public Information Center
401 M St., SW
Washington, DC 20460
Ph: 800-490-9198
FAX: 202-260-6257
Internet: http://www.epa.gov NOTE: Some documents are available only from National Technical Information
Services (NTIS)
5285 Port Royal Rd.
Springfield, VA 22161
Ph: 800-553-6847
Fax: 703-321-8547
Internet: http://www.fedworld.gov/ntis/ntishome.html

EXPANSION JOINT MANUFACTURERS ASSOCIATION (EJMA)
25 No. Broadway
Tarrytown, NY 10591
Ph: 914-332-0040

FEDERAL HIGHWAY ADMINISTRATION (FHWA)
Office of Highway Safety (HHS-31)
400 Seventh St., SW
Washington, DC 20590-0001
Ph: 202-366-0411
Fax: 202-366-2249
Order from:
Government Printing Office
Superintendent of Documents

Washington, DC 20402
Ph: 202-783-3238

FEDERAL SPECIFICATIONS (FS)
Order from:
General Services Administration
Federal Supply Service Bureau
470 L'Enfant Plaza, S.W. Washington, DC 20407
Ph: 202-619-8925
Fax: 202-619-8978
Internet: http://pub.fss.gsa.gov/h1-pub.html

FEDERAL STANDARDS (FED-STD)
Order from:
General Services Administration
Federal Supply Service Bureau
470 E L'Enfant Plaza, S.W.
Washington, DC 20407
Ph: 202-619-8925
Internet: http://pub.fss.gsa.gov/hi-pub.html

GEOLOGICAL SOCIETY OF AMERICA (GESOA)
P.O. Box 9140
Boulder, CO 80301
Ph: 800-472-1988
Fax: 303-447-1133

INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS (ICBO)
5360 Workman Mill Rd.
Whittier, CA 90601-2298
Ph: 310-699-0541
Fax: 310-692-3853

INTERNATIONAL SLURRY SURFACING ASSOCIATION (ISSA)
1200 Nineteenth St., NW, Suite 300
Washington, DC 20036-2401
Ph: 202-857-1160
Fax: 202-223-4579
Internet: http://www.rochester.edu/issa/

IRON & STEEL SOCIETY (ISS)
410 Commonwealth Dr.
Warrendale, PA 15086-7512
Ph: 412-776-1535, ext. 1
Fax: 412-776-0430
E-Mail: custserv @ issource.org
Internet: www.issourse.org

NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURERS (NAAMM)
8 So. Michigan Ave, Suite 100
Chicago, IL 60603
Ph: 312-782-4951
Internet: www.gss.net/naam
e-mail: naamm@gss.net

NATIONAL DRILLING ASSOCIATION (NDA)
3008 Millwood Avenue
Columbia, SC 29205
Ph: 800-445-8629
Fax: 803-765-0860

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)
1300 N. 17th St., Suite 1847
Rosslyn, VA 22209
Ph: 703-841-3200
Fax: 202-457-8473
Internet: http//www.nema.org/
Order from:
Global Engineering Documents
15 Inverness Way East
Englewood, CO 80112-5776
Ph: 800-264-3974
Fax: 303-397-7935
Internet: http://global.ihs.com

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
One Batterymarch Park
P.O. Box 9101
Quincy, MA 02269-9101
Ph: 800-344-3555
Fax: 800-593-6372
Internet: http://www.nfpa.org

NATIONAL HARDWOOD LUMBER ASSOCIATION (NHLA)
P.O. Box 34518
Memphis, TN 38184-0518
Ph: 901-377-1818
Fax: 901-382-6419
e-mail: nhla@natlhardwood.org

NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH)
Mail Stop C-13
4676 Columbia Parkway
Cincinnati, OH 45226-1998
Ph: 800-356-4676
Internet: http://www.cdc.gov/niosh/homepage.html
To order pubs for which a fee is charged,

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Government Printing Office
Washington, DC 20402-9325
Ph: 202-512-1800
Fax: 202-512-2250

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST)
Department of Commerce
Gaithersburg, MD 20899-0001
Ph: 301-975-4025
Fax: 301-926-1630
Order From:
Superintendent of Documents
U.S. Government Printing Office (GPO)
Washington, DC 20402
Ph: 202-512-1800
Fax: 202-512-2250
or
National Technical Information Services (NTIS)
5285 Port Royal Rd.
Springfield, VA 22161
Ph: 800-553-6847
Fax: 703-321-8547
Internet: http://ww.gov/ntis.gov

NATIONAL READY-MIXED CONCRETE ASSOCIATION (NRMCA)
900 Spring St.
Silver Spring, MD 20910
Ph: 301-587-1400
Fax: 301-585-4219

PIPE FABRICATION INSTITUTE (PFI)
P.O. Box 173
Springdale, PA 15144
Ph: 412-274-4722
Fax: 412-274-4722

RURAL UTILITIES SERVICE (RUS)
ATTN: Publications
14th and Independence Ave., SW, Room 4028-S
Washington, DC 20250
Ph: 202-720-8674
Fax: 202-205-3654

SSPC: THE SOCIETY FOR PROTECTIVE COATING (SSPC)
40 24th Street, 6th Floor
Pittsburgh, PA 15222-4643
Ph: 412-281-2331

Fax: 412-281-9992
Internet: www.sspc.org

UNDERWRITERS LABORATORIES (UL)
333 Pfingsten Rd.
Northbrook, IL 60062-2096
Ph: 800-704-4050
Fax: 847-509-6249
Internet: http://www.ul.com/
Order from:
Global Engineering Documents
15 Inverness Way East
Englewood, CO 80112-5776
Ph: 800-569-7128
Fax: 303-397-7945
Internet: http://global.ihs.com
E-mail: global@ihs.com

WESTERN WOOD PRESERVERS INSTITUTE (WWPI)
7017 N.E. Highway 99 # 108
Vancover, WA 98666
Ph: 360-693-9958
Fax: 360-693-9967

WESTERN WOOD PRODUCTS ASSOCIATION (WWPA)
Yeon Bldg.
522 SW 5th Ave.
Portland, OR 97204-2122
Ph: 503-224-3930
Fax: 503-224-3934

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

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SECTION 01110

SAFETY, HEALTH, AND EMERGENCY RESPONSE

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SECTION 01110

SAFETY, HEALTH, AND EMERGENCY RESPONSE

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 CONFERENCE OF GOVERNMENTAL INDUSTRIAL HYGIENISTS (ACGIH)

ACGIH-02 (1997) Threshold Limit Values for Chemical Substances and Physical Agents and Biological Exposure Indices

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z358.1 (1990) Emergency Eyewash and Shower Equipment

CODE OF FEDERAL REGULATIONS (CFR)

10 CFR 20 Standards for Protection Against Radiation

29 CFR 1904 Recording and Reporting Occupational Injuries and Illnesses

29 CFR 1910 Occupational Safety and Health Standards

29 CFR 1926 Safety and Health Regulations for Construction

49 CFR 171 General Information, Regulations, and Definitions

49 CFR 172 Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements

ENGINEERING MANUALS (EM)

EM 385-1-1 (1996) US Army Corps of Engineers Safety and Health Requirements Manual

NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH)

NIOSH Pub No. 85-115 (1985) Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities

1.2 REGULATORY REQUIREMENTS

Work performed under this contract shall comply with EM 385-1-1, applicable Federal, state, and local safety and occupational health laws and regulations. This includes, but is not limited to, Occupational Safety and Health Administration (OSHA) standards, 29 CFR 1910, especially Section .120, "Hazardous Waste Site Operations and Emergency Response" and 29 CFR 1926, especially Section .65, "Hazardous Waste Site Operations and Emergency Response". Matters of interpretation of standards shall be submitted 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.

1.3 PRECONSTRUCTION SAFETY CONFERENCE

A preconstruction safety conference shall be convened at least 15 days before work commences at the site. The conference shall include the Contracting Officer, Contractor, the construction district's Safety and Occupational Health Office representatives, the Contractor's Certified Environmental Manager, and other appropriate members of the design and construction team.

1.4 SAFETY AND HEALTH PROGRAM

OSHA Standards 29 CFR 1910, Section .120 (b) and 29 CFR 1926, Section .65 (b) require employers to develop and implement a written Safety and Health Program for employees involved in hazardous waste operations. The site-specific program requirements of the OSHA Standards shall be integrated into one site-specific document, the Site Safety and Health Plan (SSHP). The SSHP shall interface with the employer's overall Safety and Health Program. Any portions of the overall Safety and Health Program that are referenced in the SSHP shall be included as appendices to the SSHP.

1.5 SITE SAFETY AND HEALTH PLAN

1.5.1 Preparation and Implementation

A Site Safety and Health Plan (SSHP) shall be prepared covering onsite work to be performed by the Contractor and all subcontractors. The Site Safety and Health Officer (SHHO) shall be responsible for the development, implementation and oversight of the SSHP. The SSHP shall establish, in detail, the protocols necessary for the anticipation, recognition, evaluation, and control of hazards associated with each task performed. The SSHP shall address site-specific safety and health requirements and procedures based upon site-specific conditions. The level of detail provided in the SSHP shall be tailored to the type of work, complexity of operations to be performed, and hazards anticipated. Details about some activities may not be available when the initial SSHP is prepared and submitted. Therefore, the SSHP shall address, in as much detail as possible, anticipated tasks, their related hazards and anticipated control measures. Additional details shall be included in the activity hazard analyses as described in paragraph 1.7, ACTIVITY HAZARD ANALYSES.

1.5.2 Acceptance and Modifications

Prior to submittal, the SSHP shall be signed and dated by the Site Safety and Health Officer and the Site Superintendent. The SSHP shall be submitted for

review 15 days prior to the Preconstruction Safety Conference. Deficiencies in the SSHP will be discussed at the preconstruction safety conference, and the SSHP shall be revised to correct the deficiencies and resubmitted for acceptance. Onsite work shall not begin until the plan has been accepted. A copy of the written SSHP shall be maintained onsite. As work proceeds, the SSHP shall be adapted to new situations and new conditions. Changes and modifications to the accepted SSHP shall be made with the knowledge and concurrence of the Site Safety and Health Officer, the Site Superintendent, and the Contracting Officer. Should any unforeseen hazard become evident during the performance of the work, the Site Safety and Health Officer shall bring such hazard to the attention of the Site Superintendent, and the Contracting Officer, both verbally and in writing, for resolution as soon as possible. In the interim, necessary action shall be taken to re-establish and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public, and the environment. Disregard for the provisions of this specification or the accepted SSHP shall be cause for stopping of work until the matter has been rectified.

1.5.3 Availability

The SSHP shall be made available in accordance with 29 CFR 1910, Section .120 (b)(1)(v) and 29 CFR 1926, Section .65 (b)(1)(v).

1.5.4 Elements

Topics required by 29 CFR 1910, Section .120 (b)(4) 29 CFR 1926, Section .65 (b)(4) and the Accident Prevention Plan as described in Table 1-1 of EM 385-1-1 and those described in this section shall be addressed in the SSHP. Where the use of a specific topic is not applicable to the project, the SSHP shall include a statement to justify its omission or reduced level of detail and establish that adequate consideration was given the topic.

1.6 SITE DESCRIPTION AND CONTAMINATION CHARACTERIZATION

1.6.1 Project/Site Conditions

Frequent surface trash and construction debris are present along the beltway and channel alignments, particularly in existing washes. Contractors are urged and expected to inspect the site where the work will be performed. Accordingly, a site visit has been scheduled for this specific purpose. The date of the site visit is June 1, 1999 at 10:00 am. Additional information about the site visit is available in clause 18 of Section 100, Construction, Conditions and Notice to Bidders.

1.6.2 Plan Requirements

The SSHP shall include a site description and contamination characterization section that addresses the following elements:

a. Description of site location, topography, size and past uses of the site.

b. A list of contaminants which may present occupational health and safety hazards. This list shall be created by evaluating the analytical results in this section and by researching sources of information

from past site investigation activities. [Chemical names, concentration ranges, media in which found, locations onsite, and estimated quantities/volumes to be impacted by site work shall be included if known.] [Chemical names, radioisotopes, concentration ranges and strength of radiation fields and levels of radioactive contamination, media in which found, locations onsite, and estimated quantities/volumes to be impacted by site work shall be included if known.] The contamination characterization shall be reviewed and revised if new chemicals are identified as work progresses.

1.7 ACTIVITY HAZARD ANALYSES

Prior to beginning each major phase of work, an Activity Hazard Analysis shall be prepared by the Contractor performing that work and submitted for review and acceptance. The format shall be in accordance with EM 385-1-1, figure 1-1. A major phase of work is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is to perform. The analysis shall define the activities to be performed and identify the sequence of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level. Work shall not proceed on that phase until the activity hazard analysis has been accepted and a preparatory meeting has been conducted by the Contractor to discuss its contents with everyone engaged in the activities, including the government onsite representatives. The activity hazard analyses shall be continuously reviewed and when appropriate modified to address changing site conditions or operations, with the concurrence of the Safety and Health Manager, the Site Superintendent, and the Contracting Officer. Activity hazard analyses shall be attached to and become a part of the SSHP.

1.8 STAFF ORGANIZATION, QUALIFICATIONS, AND RESPONSIBILITIES

An organizational structure shall be developed that sets forth lines of authority (chain of command), responsibilities, and communication procedures concerning site safety, health, and emergency response. This organizational structure shall cover management, supervisors and employees of the Contractor and subcontractors. The structure shall include the means for coordinating and controlling work activities of subcontractors and suppliers. The SSHP shall include a description of this organizational structure as well as qualifications and responsibilities of each of the following individuals. The Contractor shall obtain Contracting Officer's acceptance before replacing any member of the Safety and Health Staff. Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

1.8.1 Site Superintendent

A Site Superintendent, who has responsibility to implement the SSHP, the authority to direct work performed under this contract and verify compliance, shall be designated.

1.8.2 Site Safety and Health Officer

An individual and one alternate shall be designated the Site Safety and Health Officer (SSHO). The name, qualifications (education and training summary and documentation), and work experience of the Site Safety and Health Officer and alternate shall be included in the SSHP. The SSHO shall

have the following qualifications:

a. A minimum of 2 years experience in implementing safety and health programs.

b. Documented experience in construction techniques and construction safety procedures.

c. Documented experience in developing worker exposure assessment programs.

d. Working knowledge of Federal and state occupational safety and health regulations.

e. Specific training in personal and respiratory protective equipment program implementation, and in the proper use of air monitoring instruments, and air sampling methods.

1.8.2.1 Responsibilities

The Site Safety and Health Officer shall:

a. Assist and represent the Contractor in onsite training and the day to day onsite implementation and enforcement of the accepted SSHP.

b. Be assigned to the site on a full time basis for the duration of field activities. The SSHO shall have no duties other than Safety and Health related duties. If operations are performed during more than one work shift per day, a site Safety and Health Officer shall be present for each shift.

c. Have authority to ensure site compliance with specified safety and health requirements, Federal, state and OSHA regulations and all aspects of the SSHP including, but not limited to, activity hazard analyses, air monitoring, use of PPE, decontamination, site control, standard operating procedures used to minimize hazards, safe use of engineering controls, the emergency response plan, confined space entry procedures, spill containment program, and preparation of records by performing a daily safety and health inspection and documenting results on the Daily Safety Inspection Log.

d. Have authority to stop work if unacceptable health or safety conditions exist, and take necessary action to re-establish and maintain safe working conditions.

e. Consult with and coordinate any modifications to the SSHP with the Contractor, and the Contracting Officer.

f. Serve as a member of the Contractor's quality control staff on matters relating to safety and health.

g. Conduct accident investigations and prepare accident reports.

h. Review results of daily quality control inspections and document safety and health findings into the Daily Safety Inspection Log.

i. In coordination with site management, recommend corrective actions for identified deficiencies and oversee the corrective actions.

1.8.3 Persons Certified in First Aid and CPR

At least one persons who are currently certified in first aid and CPR by the American Red Cross or other approved agency shall be onsite at all times during site operations. The person shall be trained in universal precautions and the use of PPE as described in the Bloodborne Pathogens Standard of 29 CFR 1910, Section .1030. These persons may perform other duties but shall be immediately available to render first aid when needed.

1.9 TRAINING

Personnel shall receive training in accordance with the Contractor's written safety and health training program and 29 CFR 1910 Section .120, 29 CFR 1926 Section .65, and 29 CFR 1926 Section .21. The SSHP shall include a section describing training requirements.

1.9.1 General Hazardous Waste Operations Training

Personnel entering the exclusion or contamination reduction zones shall have successfully completed 40 hours of hazardous waste instruction off the site; 3 days actual field experience under the direct supervision of a trained, experienced supervisor; and 8 hours refresher training annually.

Onsite supervisors shall have completed the above training and 8 hours of additional, specialized training covering at least the following topics: the employer's safety and health program, personal protective equipment program, spill containment program, and health hazard monitoring procedures and techniques. Copies of current training certification statements shall be submitted prior to initial entry onto the work site.

1.9.2 Site-specific Training

Site-specific training sessions shall be documented in accordance with Section 01.B.03.b of EM 385-1-1.

1.9.2.1 Initial Session (Preentry Briefing)

Prior to commencement of onsite field activities, all site employees, including those assigned only to the Support Zone, shall attend a site-specific safety and health training session of at least (2) two hours duration. This session shall be conducted by the Site Safety and Health Officer to ensure that all personnel are familiar with requirements and responsibilities for maintaining a safe and healthful work environment. Procedures and contents of the accepted SSHP and Sections 01.B.02 and 28.D.03 of EM 385-1-1 shall be thoroughly discussed. The Contracting Officer shall be notified at least (5) five days prior to the initial site-specific training session so government personnel involved in the project may attend.

1.9.2.2 Periodic Sessions

Periodic onsite training shall be conducted by the SHSO at least weekly for personnel assigned to work at the site during the following week. The training shall address safety and health procedures, work practices, any changes in the SSHP, activity hazard analyses, work tasks, or schedule; results of previous week's air monitoring, review of safety discrepancies and accidents. Should an operational change affecting onsite field work be made, a meeting prior to implementation of the change shall be convened to explain safety and health procedures. Site-specific training sessions for new personnel, visitors, and suppliers shall be conducted by the SSHO using the training curriculum outlines developed by the Safety and Health Manager.

1.10 PERSONAL PROTECTIVE EQUIPMENT

1.10.1 General

In accordance with 29 CFR 1910 Section .120 (g)(5) and 29 CFR 1926 Section .65 (g)(5), a written Personal Protective Equipment (PPE) program which addresses the elements listed in that regulation, and which complies with respiratory protection program requirements of 29 CFR 1910 Section .134, is to be included in the employer's Safety and Health Program. The Site Safety and Health Plan shall detail the minimum PPE ensembles and specific materials from which the PPE components are constructed for each site-specific task and operation to be performed, based upon the hazard/risk analysis. Components of levels of protection (B, C, D and modifications) must be relevant to site-specific conditions, including heat and cold stress potential and safety hazards. Onsite personnel shall be provided with appropriate personal protective equipment. Protective equipment and clothing shall be kept clean and well maintained. The PPE section of the SSHP shall include site-specific procedures to determine PPE program effectiveness and for onsite fit-testing of respirators, cleaning, maintenance, inspection, and storage of PPE.

1.10.2 Levels of Protection

The SSHO shall establish appropriate levels of protection for each work activity based on review of historical site information, existing data, an evaluation of the potential for exposure (inhalation, dermal, ingestion, and injection) during each task, past air monitoring results, and a continuing safety and health monitoring program. The SSHO shall also establish action levels for upgrade or downgrade in levels of PPE from the minimum levels of protection. Protocols and the communication network for changing the level of protection shall be described in the SSHP. The PPE reassessment protocol shall address air monitoring results, potential for exposure, changes in site conditions, work phases, job tasks, weather, temperature extremes,individual medical considerations, etc.

1.11 EMERGENCY RESPONSE AND CONTINGENCY PROCEDURES

An Emergency Response Plan, that meets the requirements of 29 CFR 1910 Section .120 (l) and 29 CFR 1926 Section .65 (l), shall be developed and implemented as a section of the SSHP. In the event of any emergency associated with remedial action, the Contractor shall, without delay, alert all onsite employees that there is an emergency situation; take action to remove or otherwise minimize the cause of the emergency; alert the

Contracting Officer; and institute measures necessary to prevent repetition of the conditions or actions leading to, or resulting in, the emergency. Employees that are required to respond to hazardous emergency situations shall be trained in how to respond to such expected emergencies. The plan shall be rehearsed regularly as part of the overall training program for site operations. The plan shall be reviewed periodically and revised as necessary to reflect new or changing site conditions or information. Copies of the accepted SSHP and revisions shall be provided to the affected local emergency response agencies. The following elements, as a minimum, shall be addressed in the plan:

a. Pre-emergency planning. The local emergency response agencies shall be contacted and met with during preparation of the Emergency Response Plan. Agencies to be contacted include local fire, police, and rescue authorities with jurisdiction and nearby medical facilities that may be utilized for emergency treatment of injured personnel. At these meetings, the agencies shall be notified of upcoming site activities and potential emergency situations. The response agencies' capabilities shall be ascertained and written response commitments obtained. The Contractor shall ensure the Emergency Response Plan for the site is compatible and integrated with the disaster, fire and/or emergency response plans of local, state, and Federal agencies.

b. Personnel roles, lines of authority, communications for emergencies.

c. Emergency recognition and prevention.

d. Site topography, layout, and prevailing weather conditions.

e. Criteria and procedures for site evacuation (emergency alerting procedures, employee alarm system, emergency PPE and equipment, safe distances, places of refuge, evacuation routes, site security and control).

f. Specific procedures for decontamination and medical treatment of injured personnel.

g. Route maps to nearest prenotified medical facility. Site-support vehicles shall be equipped with maps. At the beginning of project operations, drivers of the support vehicles shall become familiar with the emergency route and the travel time required.

h. Emergency alerting and response procedures including posted instructions and a list of names and telephone numbers of emergency contacts (physician, nearby medical facility, fire and police departments, ambulance service, Federal, state, and local environmental agencies; as well as the SHSO, the Site Superintendent, the Contracting Officer and/or their alternates).

i. Criteria for initiating community alert program, contacts,

and responsibilities.

j. Procedures for reporting incidents to appropriate government agencies. In the event that an incident such as an explosion or fire, or a spill or release of toxic materials occurs during the course of the project, the appropriate government agencies shall be immediately notified. In addition, the Contracting Officer shall be verbally notified immediately and receive a written notification within 24 hours. The report shall include the following items:

(1) Name, organization, telephone number, and location of the Contractor.

(2) Name and title of the person(s) reporting.

(3) Date and time of the incident.

(4) Location of the incident, i.e., site location,\ facility name.

(5) Brief summary of the incident giving pertinent details including type of operation ongoing at the time of the incident.

(6) Cause of the incident, if known.

(7) Casualties (fatalities, disabling injuries).

(8) Details of any existing chemical hazard or contamination.

(9) Estimated property damage, if applicable.

(10) Nature of damage, effect on contract schedule.

(11) Action taken to ensure safety and security.

(12) Other damage or injuries sustained, public or private.

k. Procedures for critique of emergency responses and follow-up.

1.12 INSPECTIONS

The SSHO shall perform daily inspections of the jobsite and the work in progress to ensure compliance with EM 385-1-1, the Safety and Health Program, the SSHP and other occupational health and safety requirements of the contract, and to determine the effectiveness of the SSHP. Procedures for correcting deficiencies (including actions, timetable and responsibilities) shall be described in the SSHP. Follow-up inspections to ensure correction of deficiencies shall be conducted and documented. Daily safety inspection logs shall be used to document the inspections, noting safety and health deficiencies, deficiencies in the effectiveness of the

SSHP, and corrective actions taken. The SSHO's Daily Inspection Logs shall be attached to and submitted with the Daily Quality Control reports. Each entry shall include the following: date, work area checked, employees present in work area, PPE and work equipment being used in each area, special safety and health issues and notes, and signature of preparer. In the event of an accident, the Contracting Officer shall be notified according to EM 385-1-1. Within (2) two working days of any reportable accident, an Accident Report shall be completed on ENG Form 3394 and submitted.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

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SECTION 01130

ENVIRONMENTAL PROTECTION

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SECTION 01130

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.

CODE OF FEDERAL REGULATIONS (CFR)

40 CFR 261	Identification and listing of Hazardous Waste

ENGINEERING MANUALS (EM)

EM 385-1-1	(1992) U.S. Army Corps of Engineers Safety and Health Requirements Manual

1.2 DEFINITIONS

Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; unfavorably alter ecological balances of plant or animal communities; or degrade the environment from an aesthetic, cultural or historic perspective. Environmental protection is the prevention/control of pollution and habitat disruption that may occur during construction. The control of environmental pollution and damage requires consideration of air, water, land, biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive materials; and other pollutants.

1.3 SUBMITTALS

Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

SD-08 Statements

Retention Pond Removal Plan; GA.

Submit plan detailing Contractor's procedures for testing retention pond sediment and for removal of the sediment.

1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS

The Contractor shall comply with all applicable Federal, State, and local laws and regulations. The Contractor shall provide environmental protective measures and procedures to prevent and control pollution, limit habitat disruption, and correct environmental damage that occurs during construction. Safety and health documents and procedures for hazardous, toxic, and radioactive waste (HTRW) site activities and underground storage tank (UST) removal are specified in Section

01110 SAFETY, HEALTH, AND EMERGENCY RESPONSE (HTRW/UST).

1.4.1 Protection of Features

This section supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. The Contractor shall prepare a list of features requiring protection under the provisions of the contract clause which are not specially identified on the drawings as environmental features requiring protection. The Contractor shall protect those environmental features, indicated specially on the drawings, in spite of interference which their preservation may cause to the Contractor s work under the contract.

1.4.2 Permits

This section supplements the Contractor's responsibility under the contract clause PERMITS AND RESPONSIBILITIES to the extent that the Government has already obtained environmental permits. The contractor shall comply with environmental commitments made by the Government.

1.4.3 Special Environmental Requirements

The Contractor shall comply with the special environmental requirements included at the end of this section. These special environmental requirements are an outgrowth of environmental commitments made by the Government during the project development.

1.4.4 Environmental Assessment of Contract Deviations

The Contract specifications have been prepared to comply with the special conditions and mitigation measures of an environmental nature which were established during the planning and development of this project. The Contractor is advised that deviations from the drawings or specifications (e.g., proposed alternate borrow areas, disposal areas, staging areas, alternate access routes, etc.) could result in the requirement for the Government to reanalyze the project from an environmental standpoint. Deviations from the construction methods and procedures indicated by the plans and specifications which may have an environmental impact will require a extended review, processing, and approval time by the Government. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

1.5 ENVIRONMENTAL PROTECTION PLAN

Within 20 calendar days of Notice of Award, the Contractor shall submit an Environmental Protection Plan for review and acceptance by the Contracting Officer. The Government will consider an interim plan for the first 30 days of operations. However, the Contractor shall furnish an acceptable final plan not later than 30 calendar days after receipt of the Notice to Proceed. Acceptance is conditional and is predicated upon satisfactory performance during construction. The Government reserves the right to require the Contractor to make changes in the Environmental Protection Plan or operations if the Contracting Officer determines that environmental protection requirements are not being met. The plan shall detail the actions which the Contractor shall take to comply with all applicable Federal, State, and local laws and

regulations concerning environmental protection and pollution control and abatement, as well as the additional specific requirements of this contract. No physical work at the site shall begin prior to acceptance of the Contractor's plan or an interim plan covering the work to be performed. The environmental protection plan shall include, but not be limited to, the following:

1.5.1 List of State and Local Laws and Regulations

The Contractor shall provide as part of the Environmental Protection Plan a list of all State and local environmental laws and regulations which apply to the construction operations under the Contract.

1.5.2 Spill Control Plan

The Contractor shall include as part of the environmental protection plan, a Spill Control Plan. The plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by the Emergency Response and Community Right-to-Know Act or regulated under State or local laws or regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:

a. The name of the individual who will be responsible for implementing and supervising the containment and cleanup.

b. Training requirements for Contractor's personnel and methods of accomplishing the training.

c. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.

d. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.

e. The methods and procedures to be used for expeditious contaminant cleanup.

f. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity spill occurs. The plan shall contain a list of the required reporting channels and telephone numbers.

1.5.3 Recycling and Waste Minimization Plan

The Contractor shall submit a Recycling and Waste Minimization Plan as a part of the Environmental Protection Plan. The plan shall detail the Contractor's actions to comply with the following recycling and waste minimization requirements:

a. The Contractor shall participate in State and local government sponsored recycling programs to reduce the volume of solid waste materials at the source.

1.5.4 Contaminant Prevention Plan

As a part of the Environmental Protection Plan, the Contractor shall prepare a contaminant prevention statement identifying potentially hazardous substances to be used on the job site and intended actions to prevent accidental or intentional introduction of such materials into the air, water, or ground. The Contractor shall detail provisions to be taken to meet Federal, State, and local laws and regulations regarding the storage and handling of these materials.

1.5.5 Environmental Monitoring

The Contractor shall include in the plan the details of environmental monitoring requirements under the laws and regulations and a description of how this monitoring will be accomplished.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS

3.1.1 Endangered Species Protection

If during construction activities any endangered species (particularly the Desert Tortoise) are observed in or near the construction area, such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination made as to what special disposition should be made. In no circumstance shall any employee directly handle any tortoise unless it is in imminent danger. The Contractor shall cease all activities that may result in an impact to or the destruction of these resources. The Contractor shall prevent his employees from trespassing on private property, removing, or otherwise disturbing any endangered species.

3.1.2 Tree Protection

No ropes, cables, or guys shall be fastened to or attached to any tree(s) for anchorage unless specifically authorized by the Contracting Officer. Where such special use is permitted, the Contractor shall provide effective protection to prevent damage to the tree and other land and vegetative resources. Unless specifically authorized by the Contracting Officer, no construction equipment or materials shall be placed or used within the dripline of trees shown on the drawings to be saved. No excavation or fill shall be permitted within the dripline of trees to be saved except as shown on the drawings.

3.1.3 U.S. Department of Agriculture (USDA) Quarantined Considerations

The Contractor shall thoroughly clean all construction equipment at the prior job site in a manner that ensures all residual soil is removed and that egg deposits from plant pests are not present. The Contractor shall consult with the USDA Plant Protection and Quarantine (USDA - PPQ) jurisdictional office for additional cleaning requirements that may be necessary.

3.1.4 Disposal of Solid Wastes

Solid waste is rubbish, debris, waste materials, garbage, and other discarded solid materials (excluding clearing debris and hazardous waste as defined in

following paragraphs). Solid waste shall be placed in containers and disposed on a regular schedule. All handling and disposal shall be conducted in such a way as to prevent spillage and contamination. The Contractor shall comply with site procedures, Federal, State, and local laws and regulations.

3.1.5 Clearing Debris

Clearing debris is trees, tree stumps, tree trimmings, and shrubs, and leaves, vegetative matter, excavated natural materials (e.g., dirt, sand, and rock), and demolition products (e.g., brick, concrete, glass, and metals).

a. The Contractor shall collect trees, tree stumps, tree trimmings, shrubs, leaves, and other vegetative matter; and shall transport from project limits for proper disposal in compliance with Federal, State, and local requirements. The Contractor shall segregate the matter where appropriate for proper disposal. Untreated and unpainted scrap lumber may be disposed of with this debris where appropriate.

b. Excess excavated natural materials shall be transported from project limits for proper disposal in compliance with Federal, State, and local requirements.

c. Trash, dumped debris and demolition products shall be transported from project limits for proper disposal in compliance with Federal, State, and local requirements.

d. Any materials encountered in work areas which are suspected of having characteristics of hazardous and/or toxic waste shall be handled in a manner conforming to the requirements of Federal, State and local transport and disposal regulations

3.1.6 Disposal of Contractor Generated Hazardous Wastes

Hazardous wastes are hazardous substances as defined in 40 CFR 261, or as defined by applicable State and local regulations. Hazardous waste generated by construction activities shall be removed from the work area and be disposed in compliance with Federal, State, and local requirements. The Contractor shall segregate hazardous waste from other materials and wastes, and shall protect it from the weather by placing it in a safe covered location; precautionary measures against accidental spillage such as berming or other appropriate measures shall be taken. Hazardous waste shall be removed from project limits within 60 days. Hazardous waste shall not be dumped onto the ground, into storm sewers or open water courses, or into the sanitary sewer system.

3.1.7 Fuels and Lubricants

Fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with Federal, State, and local laws and regulations.

3.2 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

3.2.1 Discovered Historic, Archaeological, and Cultural Resources

If during construction activities, items are observed that may have historic or archaeological value (e.g., Native American human remains or associated objects are discovered), such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall prevent his employees from trespassing on, removing, or otherwise disturbing such resources.

3.3 PROTECTION OF WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

3.3.1 Wastewater

Wastewater directly derived from construction activities shall not be discharged before being treated to remove pollutants. Wastewater shall be collected and placed in retention ponds so the suspended materials can settle or the water can evaporate in order to separate the pollutants from the water. See paragraph SETTLING POND REMOVAL for disposal procedures.

3.3.2 Monitoring of Water Areas Affected by Construction Activities

The Contractor shall perform discharge monitoring, inspections, stormwater sampling and testing, reporting, and record keeping as set forth in the permit conditions which are attached to this section.

3.4 PROTECTION OF AIR RESOURCES

Special management techniques as set out below shall be implemented to control air pollution by the construction activities. These techniques supplement the requirements of Federal, State, and local laws and regulations; and the safety requirements under this Contract. If any of the following techniques conflict with the requirements of Federal, State, or local laws or regulations, or safety requirements under this contract, then those requirements shall be followed in lieu of the following.

3.4.1 Particulates

Airborne particulates, including dust particles, from construction activities and processing and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, disposal sites, borrow areas, and all other work areas free from airborne dust which would cause a hazard or nuisance.

3.5 INSPECTION

If the Contracting Officer notifies the Contractor in writing of any observed

noncompliance with contract requirements or Federal, State, or local laws, regulations, or permits, the Contractor shall inform the Contracting Officer of proposed corrective action and take such action to correct the noncompliance. 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 is taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

3.6 RETENTION POND REMOVAL

The Contractor shall develop a retention pond removal plan and provide it to the Contracting Officer 45 days prior to removal work. The plan shall address testing the sediment collected in the retention pond and the method of removal of the sediment. The plan shall comply with Federal, State, and local transport and disposal regulations. The Contractor shall remove and dispose of the retention pond sediment in accordance with the approved plan.

3.7 MAINTENANCE OF POLLUTION CONTROL FACILITIES

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

3.8 TRAINING OF CONTRACTOR PERSONNEL

Contractor personnel shall be trained in environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel monthly. The training and meeting agenda shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, installation and care of facilities (vegetative covers, etc.), and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control. Anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants, shall also be discussed. Other items to be discussed shall include recognition and protection of endangered species, archaeologic sites and artifacts.

-- End of Section --

Table 10

ENVIRONMENTAL COMMITMENTS

Significant Impact	EIS Ref.	Federal Environmental	Mitigation Commitment	Implementation
Impacts to desert tortoise	Para 2.03	NEPA, Endangered Species Act	Payment of a Compensation Fee of $550 per acre of permanent disturbance and $220 per acre of temporary disturbance (40 percent of the assessment for permanent disturbance). This assessment would result in a compensation of $401,340 for permanent disturbance and $47,214 for	Prior to the initiation of construction.
Impacts to desert tortoise during pre construction and construction	Para 2.03	NEPA, Endangered Species Act	The Corps will designate an individual as a contact representative who will be responsible for overseeing compliance with protective stipulations for the desert tortoise and coordination with the FWS.	Concurrent with pre construction and construction activities causing impacts.
			Any biologist supervising pre-construction and construction activity and/or moving tortoises or their eggs shall be a qualified tortoise biologist trained in the handling procedures specified in the Appendix	Concurrent with pre construction and construction activities causing

				Prior to start of pre-construction and construction activities in any areas occupied by the desert tortoise, or in which tortoise habitat is found, all employees who will work in such areas will be informed, through an education program, developed by the Corps, of the occurrence of the desert tortoise in the project area, and of the Threatened status of the species. They will be advised of the definition of "take", of the potential for impacts to the tortoise, and of the potential penalties (up to $25,000 in fines and 6 months in prison) for taking a Thre-	Concurrent with pre construction and construction activities causing impacts.
				The contents of the education program would be coordinated with the FWS prior to its implementation. The program will also be presented to all supervisory and maintenance personnel associated with activities in tortoise habitat, and private landowners, if any, who will be responsible for maintenance of facilities on their properties. All such persons will sign a statement indicating that they have completed the education program and understand	Concurrent with pre construction and construction activities causing impacts.
				Within 60 days prior to initial brushing, grubbing, grading, or other construction activity, a thorough survey of dam, detention basin, and debris basin construction sites, including areas outside the facility boundaries likely to be disturbed by construction activities, will be conducted by the qualified Biologist. All tortoises, including any eggs found, will be removed form the site no more than 60 days prior to the onset of construction. Alternative-	Concurrent with pre construction and construction activities causing impacts.

Each burrow, whether showing evidence of activity of not, will be 1) either examined using a fiberoptiscope and, if a tortoise is present, excavated by hand to remove the tortoise, or (2 excavated by hand to remove any tortoise or eggs that may be present. Burrows or dens of other species that could be used by tortoises also will be treated in the same manner. Tortoises found in these areas shall be handled and moved out of the construction zone according to the protocol provided in Appendix A to the Biological Opinion. All burrows	Concurrent with pre construction and construction activities causing impacts.
Tortoises removed from the wild will be disposed of as specified under the section on measures to minimize mortality of desert tortoises during transportation, handling, and care	Concurrent with construction activities causing impacts.
The Construction right-of-way for all primary channels and the lateral collector channel system will be inspected for tortoises and their burrows not more than one working day prior to any surface disturbing activities. The inspection will be conducted by a qualified tortoise biologist and will provide 100 percent coverage of the right-of-way.	Concurrent with construction activities causing impacts.

Tortoises found on all channel and lateral collector sites will be moved off the construction site for a distance of 300 to 1,000 feet and placed in the shade of a shrub, in a natural unoccupied burrow similar to the hibernaculum in which it was found, or in an artificially constructed burrow following the protocol provided in Appendix A to the Biological Assessment. Tortoises will not be placed on land not under the ownership of the Bureau of Land Management or the Flood Control District without the written	Concurrent with construction activities causing impacts.
Tortoises showing symptoms of Upper Respiratory Tract Disease will be left in the wild. To minimize the risk of spreading the Upper Respiratory Tract Disease, each tortoise will be handled with a separate pair of disposable gloves. All materials used to handle or contain tortoises will be used once and then discarded or sterilized. Cardboard boxes used to hold tortoises will be purchased new, used once, and then discarded. Tortoises will be purposefully moved only by qualified tortoise biologists, solely for the purpose of moving them out of harm's way. If a suitable location is not found, tortoises will be disposed of	Concurrent with construction activities causing impacts.

All vehicle traffic during construction will be restricted to existing roadways and to areas that have been cleared of tortoises. Speed limits in undeveloped areas containing tortoise habitat will not exceed 10 miles per hour from March 1 to November 15 of any year, except in emergency situations involving human health and safety. Information will be provided to construction crews and other workers regarding areas where vehicular traffic is not allowed. The ground beneath any vehicle parked in areas occupied by the desert tortoise will be carefully searched for tortoises before the vehicle is	Concurrent with construction activities causing impacts.
The Corps or the local sponsor, as appropriate, will deliver all tortoises that are to be removed permanently from the wild to Dewey Animal Care, Inc., in Las Vegas, Nevada. The Corps or the local sponsor will bear the cost incurred by Dewey Animal Care, Inc., of caring for and marking the tortoises. The time and date of collection, Biological Opinion number, and collector's name will be marked by the Corps or the local sponsor on each individual box containing a desert tortoise. The Corps or local sponsor will con-	Concurrent with construction activities causing impacts.

			The Corps is responsible for ensuring that the following provisions are implemented: 1) All tortoises delivered from the transfer facility will be permaneltly and humanely marked as provided under the Short-term Habitat Conservaton Plan for the Desert Tortoise. 2) Handling of tortoises by Dewey Animal Care, Inc., will be consistent with conditions authorized under Fish	Concurrent with construc-tion ac-tivities caus-ing impacts.
			The Corps and/or its designee will implement a litter control program during constructionthat will include the use of covered, raven-proof trash receptacles, removal of trash from the construction site to the trash receptacles following the close of each work day, and proper disposal of	Concurrent with construc-tion ac-tivities caus-ing impacts.
Impacts to desert tortoise during operation and mainatenance	Para 2.03	NEPA, Endangered Species Act	Prior to maintenance activities at any facility in tortoise habitat, a qualified Biologist will conduct a thorough survey of the facility not more than 1 day prior to initiation of the work and flag all tortoise burrows found within the area in which maintenance activities will take place. If the maintenance is to occur between November 1 and March 15, burrows shall either be completely avoided, or the burrows dug out and hibernating tortoises moved as specified in Appendix A of the Biological Opinion. If the maintenance is to occur between March 15 and November 1, a Biologist shall	Subsequent to project com-pletion (operation and maintenance).

			Herbicides shall not be used in or adjacent to any facilities located in areas occupied by the desert tortoise unless approved in writing by the FWS.	Subsequent to project completion (operation and maintenance).
			Maintenance crews that locate a tortoise that is trapped in any flood control facility will immediately notify a person designated by the local sponsor to handle such situations. The tortoise will be moved by a person trained in tortoise handling procedures. If a live tortoise is in imminent danger of harm within a facility, a maintenance	Subsequent to project completion (operation and maintenance).
Temporary impacts to the desert tortoise and other vegetation and wildlife	Para 2.03	NEPA, Endangered Species Act	The Corps will develop and implement a revegetation program for temporarily disturbed sites west of Durango Road in areas adjacent to tortoise habitat. The Corps also will monitor the effects of revegetation for ten years after revegetation. Revegetation and monitoring plans will be developed by	Upon completion of construction.
Temporary construction impacts	Paras 4.07a, and 4.11	NEPA	Planting of native species in disturbed areas for erosion control.	Upon completion of construction.
Cutting off of water supply for vegetation downstream of Blue Diamond Dam Diversion Structure.	Paras 2.03, and 4.07a	NEPA	The diversion dike for the Blue Diamond Dam would have a low flow outlet to the natural channel below the structure to maintain the existing habitat downstream.	During PED

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GENERAL REQUIREMENTS

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SECTION 01200

GENERAL 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 in the text by basic designation only.

DEPARTMENT OF COMMERCE (DOC)

DOC PS 1	(1983) Construction and Industrial Plywood

FEDERAL SPECIFICATIONS (FS)

FS FF-B-575	(Rev C) Bolts, Hexagon and Square
FS FF-N-105	(Rev B; Am 3, Int Am 4; Notice 1) 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-P-1510	(Rev A, Am 1) Paint, Latex, Exterior for Wood Surfaces, White and Tints
FS TT-P-001984	(Basic) Primer Coating, Latex Base, Exterior (Undercoat for Wood), White and Tints

1.2 PROJECT FACILITIES

The Contractor shall construct and/or erect the following project facilities as soon as possible and not less than 15 calendar days after notice to proceed.

1.2.1 Construction Signs

The signs shall include the following:

a. Project Signs: One Project Sign at location designated by the Contracting Officer.

b. Warning Signs: Facing approaching traffic on all haul roads crossing under overhead power transmission lines.

c. Hard Hat Signs: Ten hard hat signs at locations directed.

1.2.2 Bulletin Board

Bulletin board shall be erected at the Contractor's office.

1.2.3 Sanitary Facilities

Suitable sanitary facilities shall be provided and maintained by the Contractor.

PART 2 PRODUCTS

2.1 CONSTRUCTION SIGNS

2.1.1 Materials

2.1.1.1 Lumber

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).

2.1.1.2 Plywood

DOC PS 1, grade A-C, Group 1, exterior type.

2.1.1.3 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.

2.1.1.4 Paints and Oils

Paints shall conform to FS TT-P-001984 for primer and FS TT-E-1510 for finish paint and lettering.

PART 3 EXECUTION

3.1 CONSTRUCTION OF SIGNS

3.1.1 Project and Hard Hat Signs

Constructed as detailed in Figures 1, 1A, 2, 3 and Safety Signs. Decals signs will be furnished by the Contracting Officer.

3.1.2 Warning Signs

Constructed of plywood not less than 1/2 inch thick and shall be securely bolted to the supports with the bottom of the sign face 3 feet above the ground. The sign face shall be 24 in. x 48 in., all letters shall be 4 in. in height, and the wording shall be: "WARNING: OVERHEAD TRANSMISSION LINES."

3.2 PAINTING SIGNS

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.

3.3 PROJECT ENGINEERS'S OFFICE EQUIPMENT

Contractor shall provide computer software (3.5" floppy disc size) to the Contracting Officer for the type of scheduling system to be used and

quantity/fill programs for tracking or estimating bid quantities during construction. Scheduling software must be capable of downloading completely to the COE Standard Data Exchange Format. The Contractor shall utilize a hand held radio system for communication between the Contractor's quality control representative and the Government's quality assurance representative. Radio equipment for the Governments use shall include a hand held radio, two batteries and one charger. The Contractor shall provide Government personnel with the following equipment for the duration of the contract: 1 Cellular telephone with voice mail, 2 nickel cadmium batteries, 1 desk top charger, 1 travel charger, and 400 minutes of air time per month or portion thereof.

3.4 BULLETIN BOARD

A weatherproof bulletin board, approximately 36 inches wide and 30 inches high, 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 posts 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 items required to be posted.

3.5 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 work under this contract, the facilities covered under this section will remain the property of the Contractor and shall be removed from the site at his expense.

3.6 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.

3.7 ARCHAEOLOGICAL FINDINGS DURING CONSTRUCTION

Should the Contractor or any of his employees in the performance of this contract find or uncover any archaeological remains, he shall notify the Project Engineer immediately. Such notifications will be a brief statement in writing giving the location and nature of the findings. Should the discovery site require archaeological studies resulting in delays and/or additional work, the Contractor will be compensated by an equitable adjustment under the CONTRACT CLAUSES of the contract.

3.8 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 such 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.

3.9 PUBLIC UTILITIES, NOTICES, AND RESTRICTIONS

3.9.1 General

The approximate location of all railroads, pipe lines, power and communication lines, and other utilities known to exist within the limits of the 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 will 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 owners for such damage caused by his operations.

3.9.2 Relocation or Removal

Utilities to be relocated or removed not as part of this contract are designated "To be Relocated by Others" or "To be Removed by Others", respectively. Utilities shown on the plans and not so designated will be left in place and be subject to the provisions of the CONTRACT CLAUSE: PROTECTION OF EXISTING VEGETATION, STRUCTURES, 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.

3.9.3 Utilities Not Shown

If the Contractor encounters, within the construction limits of the entire project, utilities not shown on the plans 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.

3.9.4 Coordination

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 the removal or relocation of affected utilities.

3.9.5 Notices

3.9.5.1 Utilities To be Relocated or Protected

The Contractor shall notify the Contracting Officer, in writing, 14 calendar

days prior to starting work on any utility to be relocated or protected. On each relocation, notification shall include dates on which the Contractor plans excavation, by-pass work, removal work and/or installation work, as applicable.

3.9.5.2 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.

3.9.5.3 Disposal Site

Excess excavated material not utilized as part of the construction, and all unsatisfactory material from required excavation or stockpiles of materials indicated to be salvaged shall be placed in disposal site indicated on the drawings, Sheet No. C-2 for the Western Segment Las Vegas Beltway Red Rock Channel. The Contractor shall indicate the approximate quantities of material he proposes to place in disposal site. In addition to the above requirements, the Contractor shall notify the Contracting Officer 24 hours in advance of the time he proposes to start operations in the disposal area, and 48 hours in advance of any work which he proposes to do in the disposal area on Saturday, Sunday or legal holidays.

3.9.5.4 Spill Reporting

The Contractor shall notify the Contracting Officer immediately after any spill, 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 releases in an unauthorized manner (Identification, Quantity and Manifest Numbers).

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 procedure.

g. Disposal location of spill, leak or unauthorized release residue.

3.9.5.5 Environmental Assessment Requirement

In order to satisfy the Environmental Assessment for this project, the Contracting Officer is required to have a qualified biologist on site at all times while clearing and grubbing operations are in progress. The biologist will be provided by the government. The Contractor shall notify the Contracting Officer 14 calendar days prior to the start of clearing and grubbing activities so that a biological monitor shall be required to walk immediately in front of the Contractors: clearing and grubbing equipment to survey for the threatened desert tortoise. For scheduling purposes, the Contractor shall coordinate and complete all clearing and grubbing activities within one-four workday period.

3.9.6 Restrictions

3.9.6.1 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.

3.9.6.2 Traffic Control Plan

The Contractor shall develop a Traffic Control Plan and obtain an approval from the Clark County Department of Public Works prior to construction. The plan shall include vehicular detour plans, details of truck haul routes, details of roadway restriping and signage for vehicular circulation, and parking details.

3.9.6.3 Existing Roads

The work shall be planned in such a manner that traffic on the existing roads outside actual construction areas and through the construction area shall be maintained at all times. The work area shall be examined carefully relative to the order and scope of work to be performed, with respect to the limiting provisions of the plans and specifications. The construction schedule shall be prepared giving full consideration to not impacting and maintaining traffic on existing roads outside and through the construction area. Additional work on the existing roads may be done by others during the life of this contract.

3.9.6.4 Access and Haul Roads

Plans shall be submitted 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.

3.9.6.5 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, boulders, and mud on project roads or other road 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, boulders, and mud.

3.9.6.6 Maintenance of Roads

All haul and access 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.

3.9.6.7 Traffic Safety

In accordance with CONTRACT CLAUSE: ACCIDENT PREVENTION, signs, barricades, and warning devices shall be provided, installed, and maintained as are required for protection of vehicular traffic at any location where operations interfere with public roads. Signs, barricades, lights, and signals, shall be in conformance with Part VI of the U.S. Department of Transportation Manual on Uniform Traffic Control Devices for Streets and Highways.

3.9.6.8 Rock and Gravel

Rock and gravel for use on haul roads and other facilities may be obtained from any source with the excavation limits or stockpiles within the project boundaries not designated for other use. The use of any such source shall be subject to approval by the Contracting Officer.

3.9.6.9 Cooperation with Others

In addition to CONTRACT CLAUSE: OTHER CONTRACTS, agreements shall be made for cooperative use and maintenance of project road directly between the Contractors concerned and shall be subject to approval by the Contracting Officer. No maintenance shall be charged for its use of the roads. During the life of this contract, the Contractor is advised that the activities of other contractors will require access to portions of the Project Limits. These activities are listed at the end of this section under, SPECIAL CONSTRUCTION REQUIREMENTS. The Contractor shall coordinate his activities and cooperate with other contractors as to not delay or interfere with their work.

3.9.6.10 Temporary Culverts

Temporary culverts shall be provided as required for road drainage. Temporary culverts shall be corrugated metal pipe of adequate diameter. Exact locations of the temporary culverts shall be subject to approval by the Contracting Officer.

a. All culverts within the construction area, including the borrow areas, shall be maintained to provide unrestricted flow through the culverts. Culvert maintenance shall include debris cleaning, repair of failures, and extension of culverts due to road alterations. Culvert maintenance shall be performed by the Contractor at no additional cost to the Government.

3.9.7 Working Hours

The Contractor shall restrict all construction activities to the following schedule:

Monday thru Friday	6:30 a.m. to 7 p.m.
Saturday	8 a.m. to 7 p.m.

No work will be permitted on Sundays or Federal Holidays without the prior written approval from the Contracting Officer.

3.9.8 Construction Water

There are no known developed sources for water at or in the immediate vicinity of the project site. The Contractor shall be responsible for obtaining water for construction purposes at no additional cost to the Government.

3.9.9 Lighting

The Contractor shall provide a minimum of 5 foot-candle lighting intensity for all construction areas during the contract performance period.

3.9.10 Identification of Vehicles

All the Contractor's vehicles shall display suitable permanent identification.

3.9.11 Construction Method Observation

Any construction method, plant, or piece of equipment used on this contract shall not be considered proprietary, and can be inspected or photographed at any time by the Government, regulatory agencies, or any group approved by the Government.

3.9.12 Contractor's Equipment

The planned method of transportation and operation of cranes and other heavy equipment to be used in the performance of this contract shall be submitted for approval by the Contracting Officer. The plan shall include the type, size, loadings of equipment, the proposed transportation routes, and work areas to be used on the project.

3.10 PUBLIC SAFETY

Attention is directed 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 ontractor's operations create a condition hazardous to the public, he shall furnish at his own expense and without cost to the Government, such flagmen 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. Flagmen 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.

3.11 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.

3.11.1 Accident Reporting

In accordance with EM 385-1-1, the Contractor shall submit a written summary of worker's compensation claims which have been filled by worker's in connection with work on the project. The summary shall be submitted at the time when the work is approximately 50 percent complete and at project completion. The summary shall include all subcontractors. The Contractor's and subcontractor's compensation insurance carrier shall certify that the summaries are "correct and true".

3.12 PERMITS

3.12.1 General

Reference is made to the article of the contract entitled "Permits and Responsibilities", which obligates the Contractor to obtain all required licenses and permits.

3.12.2 Air Pollution Permit (APP)

The Contractor shall obtain an APP from the Clark County Health Department. For further information, contact Ms. Cynthia Mikes at telephone number (702) 383-1276.

3.12.3 National Pollutant Discharge Elimination System (NPDES) Permit

The Contractor shall obtain a NPDES permit from the United States Environmental Protection Agency (USEPA) under the Nation Wide Permit (NWP) program, which requires that a Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and maintained on-site throughout the construction period. A copy of the plan will be submitted to the Contracting Officer. In accordance with the NWP, a minimum of two (2) days prior to the start of construction activities, the Contractor shall submit a Notice of Intent (NOI) with fees to the Nevada Division of USEPA. The NOI shall be submitted on the standard EPA Form 3510-6 (8-92), and copies shall be provided to the Contracting Officer. For further information, contact Mr. Robb Saunders at telephone number (702) 687-4670.

3.13 CONTRACTOR SAFETY PERSONNEL REQUIREMENT

3.13.1 General

Full-time, on-site, safety coverage by Contractors shall be required at all times during this contract. The Contractor shall employ at the project site to cover all hours of work at least one Safety and Occupational Health Technician per shift, to manage the Contractor's accident prevention program. In addition, the Contractor shall have one Safety and Occupational Health Professional to manage the overall Safety program. The principal safety person (the Safety Professional) shall report to and work directly for the Contractors 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 will not abrogate safety responsibilities of other personnel.

3.13.2 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 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.

3.13.3 Qualification for Safety and Health Technicians

a. A bachelors degree in safety or an associated discipline and currently employed in a safety position; or

b. An associate degree in Safety or an associated discipline and currently experience in Safety, and currently employed in a safety position; or

c. Five years field experience in safety or an associated discipline and currently employed in a safety position.

d. First Aid work is not creditable experience.

3.13.4 Names and Duties

The name and qualifications of nominated safety persons shall be furnished to the Contracting Officer (in resume format) for acceptability. A functional description of duties shall be provided prior to the pre-work conference. In addition, 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.

3.14 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. This partnership would be bilateral in makeup, and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price. To implement this partnership initiative it is anticipated that within 60 days of Notice to Proceed the Contractor's on-site project manager and the 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. 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.

3.15 AS-BUILT DRAWINGS

3.15.1 General

The Contractor shall furnish 3 full size sets of as-built blueline prints 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 event the Contractor accomplishes additional work which changes the 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. The location and description of any utility lines or other installations of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.

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

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

d. Correct elevations if changes were made in site grading.

e. 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.

f. The topography and grades of all drainage installed or affected as a part of the project construction.

g. All changes or modifications which results from the final inspection.

3.15.2 Options

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

3.15.3 Submittal to Contracting Officer for review and approval

Not later than two weeks after acceptance of each individual channel segment, the Las Vegas Beltway Channel (base bid) or the Lower Blue Diamond Channel (option item), by the Government, the Contractor shall deliver to the Contracting Officer 3 full size sets of blueline 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 corrections. The Contractor shall complete the corrections and return the drawings to the Contracting Officer within ten (10) calendar days.

3.16 DISPOSAL SITES

3.16.1 Disposal Site

Unsuitable material from required excavation or stockpiles or materials indicated to be salvaged shall be placed in disposal sites indicated on drawings, Sheet No. C-2 for the Western Segment Las Vegas Beltway Red Rock Channel. The Contractor shall notify the Contracting Officer 24 hours in advance of the time he proposes to start operations in the disposal area, and 48 hours in advance of any work which he proposes to do in the disposal area on Saturday, Sunday or legal holidays. The Contractor shall indicate the approximate quantities of material he proposes to place in Disposal site.

3.17 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (ER 415-1-15, 31 OCT 89)

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

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

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

b. The following schedule of monthly anticipated adverse weather delays is based 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 DAYS
Work Days Based on five (5) Day Work Week

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
6	2	2	1	1	0	2	2	1	1	1	3

c. 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 actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in subparagraph b, 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: DEFAULT (FIXED PRICE CONSTRUCTION).

3.18 REQUIRED INSURANCE

The Contractor shall procure and obtain during the entire period of his performance under this contract the following minimum insurance:

a. General Public Liability insurance for bodily injury and property damage with minimum limits of $1,000,000 combined single limit per occurrence and $1,000,000 annual aggregate for bodily injury to or death, personal injury and property damage.

b. Automobile Liability insurance for bodily injury and property damage with minimum limits of $1,000,000 combined single limit for each occurrence and $1,000,000 annual aggregate.

c. Either Workman's Compensation or Employer's Liability insurance with a minimum limit of $1,000,000.

In every case the insurance coverage shall amount to at least the limits stated above. However, where the Financial Responsibility Compulsory Insurance Law of the State in which the installation is located requires higher limits, the Automobile Liability Insurance Policy should provide coverage of at least those limits. County of Clark, a political subdivision of the state of Nevada, and Clark County Regional Flood Control District shall be named as additional insured parties and all policies issued in performance of work under this contract.

The Contractor does hereby agree to indemnify, defend, and save harmless Clark County and Regional Flood Control District from loss, damage, liability, costs, or expense to the proportionate extent caused by the Contractor, his employees, agents, or consultants and/or consultants arising out of its performance of this contract, including, but not limited to the negligent acts, errors, omissions, or intentional misconduct of the Contractor, its employees, agents or consultants and/or subconsultants in connection with this contract.

Contractor further does hereby agree, as a precaution to the performance of any work under this contract and as a precaution to any obligation of Clark County to make any payment under this contract, to provide Clark County with a certificate and/or a certificate issued by the State Industrial Insurance System (SIIS) in accordance with Nevada Revised Statute 616.280.

Contractor agrees to maintain required workers compensation throughout the entire term of the contract. If Contractor does not maintain coverage

throughout the entire term of the contract, Contractor agrees that Owner may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, assess liquidated damages as defined herein, suspend the contract, or terminate the contract. For each six month period this contract is in effect, Contractor agrees, prior to the expiration of the six month period, make another written request to SIIS for the provisions of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six month period, Contractor agrees that owner may order the Contractor to stop work, suspend the contract or terminate the contract.

3.19 SPECIAL CONSTRUCTION REQUIREMENTS FOR WESTERN SEGMENT LAS VEGAS BELTWAY RED ROCK CHANNEL

3.19.1 General

The Contractor shall restrict his operations and adapt his construction schedule to accommodate the following:

3.19.2 PROJECT LIMITS

The Contractor=s work, employee parking, operations, staging, equipment assembly and maintenance, and other on-site activities shall be restricted to actual areas of construction within the Project Limits. The Project Limits of Red Rock Channel are indicated on the drawings, and constitute the maximum limits of the construction area available for Contractor=s operations. The Project Limits are generally defined by the Channel Right-of-Way and adjoining Nevada Power easement as shown on the plans, unless designated otherwise (either in the plans, in these Specifications or by the Contracting Officer).

The Contractor shall be solely responsible for obtaining agreements with and acquisitions from adjacent land owners, when additional land or access points are required to supplement the Contractor=s operational or staging needs. No Beltway appurtenances or other public access facilities (either temporary or permanent) shall be constructed beyond the Project Limits.

3.19.3 COORDINATION WITH OTHER CONTRACTORS

The Contractor is advised that the activities of other contractors will require their access to portions of the Project Limits. These include, but are not restricted to:

3.19.3.1 Construction of Beltway Segment 10A

Construction of the Beltway Segment 10A Interim Beltway Project (which will include two paved lanes in each direction and crossroads embankments at Town Center Drive, Desert Inn Road, and Sahara Avenue) is scheduled to begin before the Contractor has completed work on the Red Rock channel. Project Limits for the 10A Interim Beltway Project will be essentially the same as for this.

The Contractor will be notified in writing not less than 30 calendar days prior to the date the Notice to Proceed (NTP) will be issued for the Beltway 10A Roadway Project. The Contractor shall notify the Contracting Officer in writing of any areas of unavoidable conflict that would require the 10A Roadway Project contractor to modify his activities.

3.19.4 ORDER OF CHANNEL CONSTRUCTION

Any continuation of the Contractor's operations in and access to those areas following issuance of the Notice to Proceed for the adjacent contract shall be requested in writing, and shall include:

1. a detailed critical-path scheduling diagram of the activities proposed,

2. a projected date of completion, and

3. a proposed method of coordination between potentially conflicting contract operations.

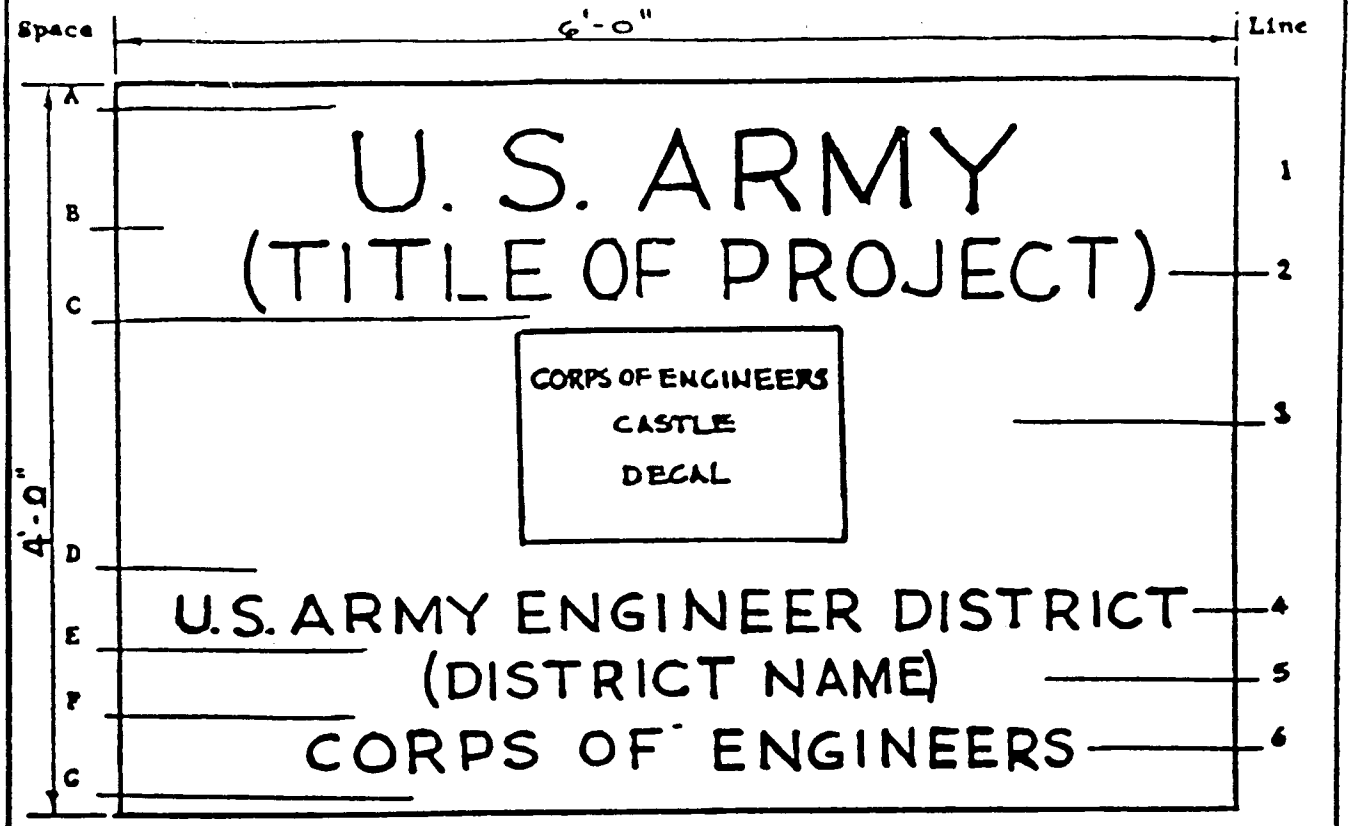
In consideration of the potential for high-volume storm runoff occurring during the period of time when existing runoff patterns are disrupted, but the channel is not yet in service, the order of construction needs to be set to avoid significant erosive damage to elements of the project and existing facilities downstream.

The Contractor shall make all practical efforts to:

1. stage the construction of the channel from downstream to upstream (east to west), and

2. avoid long delays between excavation of the channel (and disruption of existing runoff patterns) and construction of the cast-in-place elements of the channel.

-- End of Section --



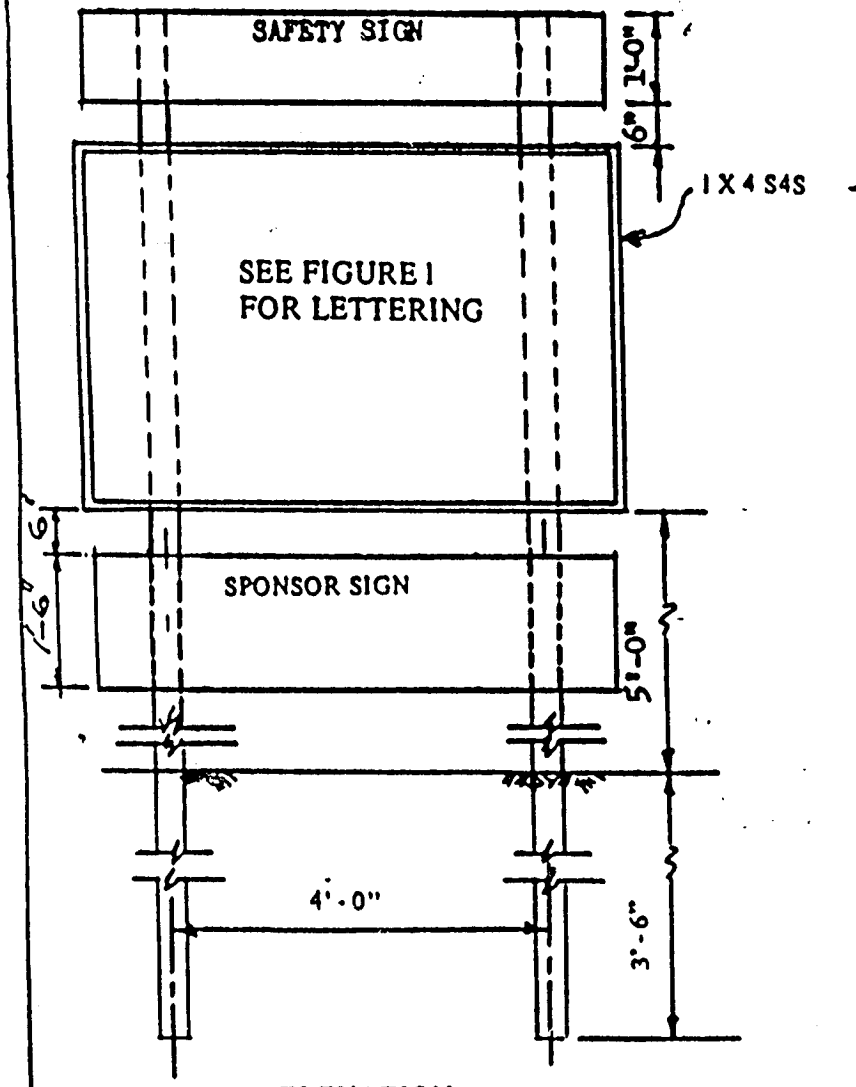
S C H E D U L E

Space	Height	Line	Description	Letter Height	Stroke
A	3"				
		1	U. S. ARMY	5 1/2"	7/8"
B	2"				
		2	PROJECT NOMENCLATURE	4"	5/8"
C	2"				
		3	CORPS OF ENGINEERS CASTLE (DECAL)	14"	--
D	3"				
		4	U. S. ARMY ENGINEER DISTRICT	2 3/4"	3/8"
E	2"				
		5	DISTRICT NAME	2 1/4"	1/4"
F	2"				
		6	CORPS OF ENGINEERS	2 1/2"	3/8"
G	3"				

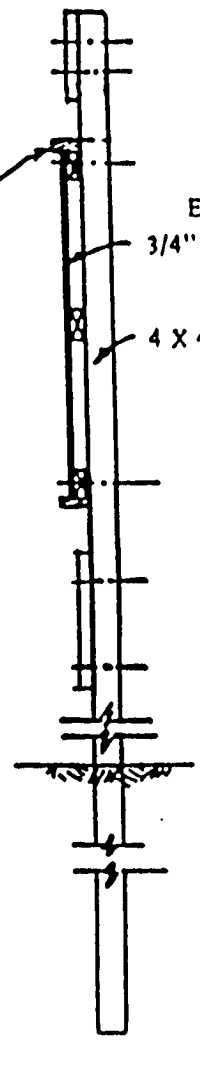
Lettering Color -- Black

PROJECT SIGN
(Army-Civil Works)

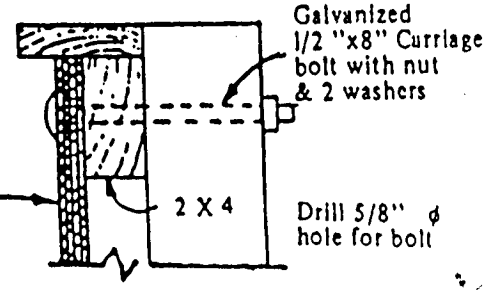
Figure 1
14 August 1972



ELEVATION



SECTION



DETAIL

General Notes

1 · Lumber to be cut & formed accurately.

2 · Secure 1 X 4 and plywood with 6d finish nails at not less than 12" O.C.

3 · All exposed nails to be set & holes filled with putty.

4 · Sign to be set in good solid ground & backfill carefully tamped into place.

5 · Where necessary, posts shall be braced to provide a solid installation.

SIGN DETAILS

Figure 2
25 February 1975

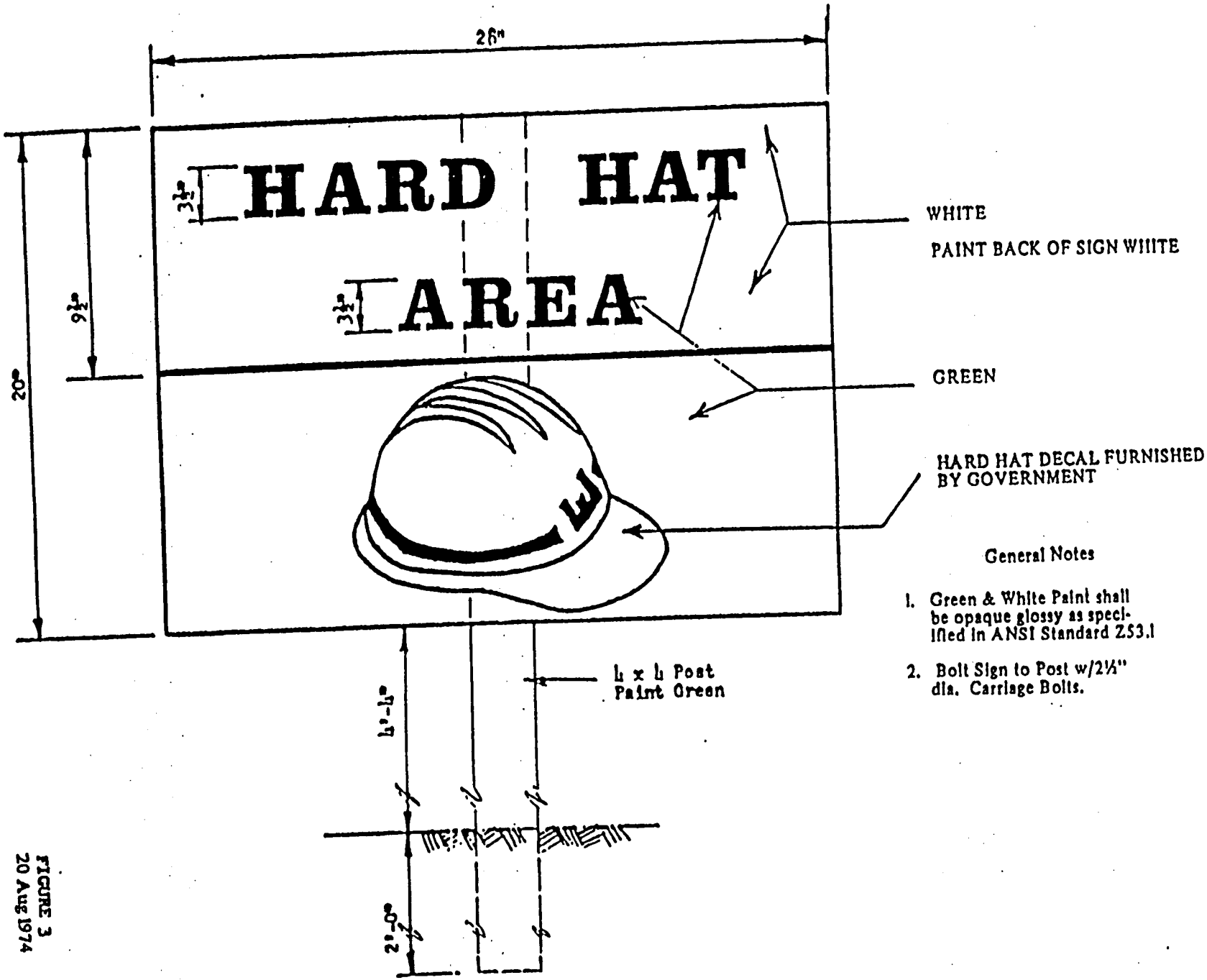


FIGURE 3
20 Aug 1974

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01250

MEASUREMENT AND PAYMENT

-- End of Table of Contents --

SECTION 01250
MEASUREMENT AND PAYMENTS

1. GENERAL.

The contract price and payment shall constitute full compensation as stated in the Contract Clause, CONTRACT PRICES - BIDDING SCHEDULES, for completion of the work. No separate payment will be made for any material or work covered in this specification, but not specifically mentioned as part of a bid item, and all costs into which the work pertains or considered incidental to all bid items. As stated on Contract Clause, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, the word Aprovided@ shall be understood to mean Afurnished and installed@ when used in this section or elsewhere in the technical sections.

2. TRAFFIC CONTROL.

Payment for traffic control will be made at the applicable contract price, which payment shall constitute full compensation for traffic control.

3. DIVERSION AND CONTROL OF WATER.

Payment for Diversion and Control of Water will be made at the applicable contract price, which payment shall constitute full compensation for maintaining the work area in a dry condition.

4. CLEAR SITE AND REMOVE OBSTRUCTIONS.

Payment shall include all costs for clearing, removal, replacement, and rest-oration work (except work by others) including all existing obstructions within the construction work area. Except as otherwise specified, payment for clearing and removal work includes applicable earthwork; filling holes; removal of abandoned utility lines; removal of existing surface trash and debris, including trees and vegetation, and grubbing from within the Channel right-of-way and temporary construction easement; protection, replacement or restoration of existing structures and features indicated and disposal of all materials. Payment for Clear Site and Remove Obstructions will be made at the applicable contract price, which payment shall constitute full compensation for clearing, obstruction removal, and protection work, complete.

5. EXCAVATION.

5.1. Measurement.

A survey of the site shall be made prior to commencement of work, and all measurements will be based on this survey without

regard to any changes in the site that may be made between the excavation lines and grades indicated on the drawings or staked in the field and the ground surfaces as indicated by the above mentioned survey. The quantity of directed excavation necessary for the removal of unsatisfactory foundation material as specified shall be included in the measurement of the excavation where the unsuitable soils are encountered. Quantities will be computed in cubic yards by the average end area method and the planimeter will be considered a precise instrument for measurement of plotted cross sections. All excavation outside of excavation lines shown on the drawings will be considered as being for the convenience of the Contractor.

5.2. Payment.

Payment for excavation will be made at the applicable contract price, which payment shall constitute full compensation for excavating the channel, and other areas as indicated on the drawings, including shoring, rock removal, and cemented alluvium excavation; shaping and trimming of areas to receive concrete; crushing or otherwise processing, loading, stockpiling, hauling, and placing suitable materials for compacted fill and miscellaneous fill; loading, stockpiling, hauling, stockpiling of excess excavated materials in disposal site shown on drawing no. C-2; and any costs associated with disposal of excess excavated materials in areas other than those shown on the drawings, complete. Payment will not be included for excavation (including shoring) outside the excavation limits indicated on the drawings or staked in the field, and other excavation requirements for which separate payments are provided.

5.2.1. Subgrade Preparation.

No separate payment will be made for subgrade preparation and all costs in connection therewith shall be included in the contract prices for the items to which the work applies.

5.2.2. Unsatisfactory Soils.

No separate payment will be made for the excavation and disposal of unsatisfactory soils. When such excavation is directed, payment therefore will be included in the applicable contract price for the items of work under which the unsatisfactory soils are encountered.

5.2.3. Excavation for Structures.

No separate payment will be made for excavation for structures. All costs therefore shall be included in the applicable contract item to which the work applies.

5.2.4. Trenches.

No separate payment will be made for excavation of utility and side drain trenches. All costs therefore shall be included in the applicable contract prices for the items to which the work

applies.

5.2.5. Shoring.

When shoring is indicated or directed for items for which separate payment is made, payment will be included in the applicable contract price for the items of work under which the shoring is placed.

6. FILLS.

6.1. Measurement.

Measurement for fills will be made between the excavation and structure lines and the fill limit lines, or between the ground lines and fill lines, as indicated or staked in the field. Quantities will be computed in cubic yards by the average end area method and the planimeter will be considered a precise instrument for measuring plotted cross sections.

6.2. Payment.

6.2.1 Compacted Fill.

Payment for compacted fill will be made at the applicable contract price, which payment shall constitute full compensation for shaping, grading, backfilling the channel walls, compacting the fill in the natural washes, and compacting the fills, complete. Payment will not be included for fills outside the fill limits indicated on the drawings or staked in the field, and other fill requirements for which separate payments are provided.

6.2.2 Fill for Structures.

No separate payment will be made for fill or backfill around structures. All such costs shall be included in the applicable contract prices for structure items to which the work applies.

6.2.3 Trenches.

No separate payment will be made for backfilling for utilities, side drains and confluences. All costs in connection therewith shall be included in the contract prices for items to which the work applies.

6.2.4 Subgrade Preparation.

No separate payment will be made for subgrade preparation and all costs in connection therewith shall be included in the contract prices for items to which the work applies.

7. CONCRETE.

7.1. Measurement.

Measurement of concrete will be made on the basis of the actual

volume, in cubic yards, of concrete within the pay lines of the concrete invert slab, walls, top slab, and slope protection as shown on the drawings. Measurement of concrete placed against the sides of any excavation without the use of intervening forms will be made only within the pay lines of the structures. No deductions will be made for rounded or beveled edges or space occupied by metalwork, nor voids or embedded items which are either less than 0.2 cubic yards in volume or one-tenth of square yard in cross section. Concrete placed in items of work other than those specifically mentioned above, and concrete wasted or used for the convenience of the Contractor will not be included in measurement for payment.

7.2. Payment.

Payment for the concrete items will be made at the applicable contract prices for the various items of the schedule, which payments shall constitute full compensation for labor, materials (except reinforcing steel for which separate payment is provided), joint sealant, forming, furnishing, curing, and for all equipment and tools to complete the concrete work. Embedded items shall be included in the cost of the concrete except when other payment is specifically provided. No payment will be made for concrete, as such, which is placed in structures for which payment is made on a lump sum basis.

7.2.1. Concrete, Invert Slab.

Payment for AConcrete, invert slab@ will be made at the applicable contract price, which shall constitute full compensation for all concrete placed for the invert slab of the channel, the invert slab of the access ramps, keys, and starter walls, complete.

7.2.2. Concrete, Side Slope.

Payment for Aconcrete, side slope@ will be made at the applicable contract price, which payment shall constitute full compensation for all concrete placed in the trapezoidal channel side slopes, including cut off walls, complete.

7.2.3. Concrete, Walls.

Payment for Aconcrete, walls@ will be made at the applicable contract price, which payment shall constitute full compensation for all concrete placed above the starter walls in the vertical walls of the channel, the vertical walls of the access ramps, the walls of the warped transiton structures, and cast-in-place boxes, complete.

7.2.4. Concrete, Top Slab.

Payment for AConcrete, top slab@ will be made at the applicable contract price, which payment shall constitute full compensation for all concrete placed for the top slab, including construction of manhole openings, complete.

8. REINFORCING STEEL.

8.1. Measurement.

Measurement of reinforcing steel in English tons (2000 lb.) is limited to reinforcement in concrete structures paid for on a cubic yards basis. Measurement will be made of the lengths of bars actually placed in the completed work in accordance with the plans and specifications, approved bar schedules, or as directed. The measured lengths will converted to weights for the bar numbers listed by the unit weights per linear foot contained in ASTI A 615. Steel in laps indicated on the drawings, in the specifications, or required by the Contracting Officer will be included in measurement for payment. No measurement will be made for the additional steel in laps which are authorized for the convenience of the Contractor. No measurement will be made of steel supports or spacers. All costs for furnishing and installing supports and spacers shall be included in the various structures requiring the reinforcement.

8.2. Payment.

Payment for reinforcing steel will be made at the applicable contract price, which payment shall constitute full compensation for furnishing and installing steel reinforcement, complete. No payment will be made for steel reinforcement which is placed in structures for which payment is made on a lump sum basis.

9. MANHOLE.

Payment for AManhole@ will be made at the applicable contract price for the type and size specified, and shall be considered full compensation for furnishing all labor, materials, tools, equipment, including applicable earthwork and all incidentals, complete.

10. INVERT ACCESS LADDERS.

Payment for Ainvert access ladders@ will be made at the applicable contract lump sum price, and shall be considered full payment for fabrication, assembly fittings, finishing, paint, and markings. Installation and all equipment, labor and fittings needed for such shall be considered incidental to the contract price for the concrete item to which the ladder is attached.

-- End of Section --

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01300

SUBMITTAL PROCEDURES

-- End of Section Table of Contents --

SECTION 01300

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.1.1 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."

1.1.2 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.

1.2 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.

1.3 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.

1.4 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

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 (ENG FORM 4288)

At the end of this section is one set of ENG Form 4288 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 will also be given the submittal register as a diskette containing the computerized ENG Form 4288 and instructions on the use of the diskette. Columns "d" through "q" have been completed by the Government; the Contractor shall complete columns "a" and "r" through "t" and submit the forms (hard copy plus associated electronic file) to the Contracting Officer for approval within 2 calendar days after Notice to Proceed. The Contractor shall keep this diskette up-to-date and shall submit it to the Government together with the monthly payment request. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated.

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 late submittals.

3.4 TRANSMITTAL FORM (ENG FORM 4025-R)

The sample transmittal form (ENG Form 4025-R) 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.

3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

3.5.1 Procedures

The Contractor shall complete ENG Form 4025-R, "Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certificate of Compliance" with each set of shop drawings, certificates, equipment data of samples submitted. Blank ENG Form 4025-R will be furnished by the Contracting Officer on request. Six (6) copies of each submittal will be required.

3.5.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025-R 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.

3.6 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 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. Four copies of the submittal will be retained by the Contracting Officer and two copies of the submittal will be returned to the Contractor.

3.8 INFORMATION ONLY SUBMITTALS

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

3.9 STAMPS

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

CONTRACTOR

(Firm Name)

_____ Approved

_____ Approved with corrections as noted on submittal data and/or attached sheets(s).

SIGNATURE: _____

TITLE: _____

DATE: _____

-- End of Section --

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE *(Read instructions on the reverse side prior to initiating this form)*	DATE	TRANSMITTAL NO.

SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS *(This section will be initiated by the contractor)*

TO:	FROM:	CONTRACT NO.	CHECK ONE: ☐ THIS IS A NEW TRANSMITTAL ☐ THIS IS A RESUBMITTAL OF TRANSMITTAL _____
SPECIFICATION SEC. NO. *(Cover only one section with each transmittal)*	PROJECT TITLE AND LOCATION		CHECK ONE: THIS TRANSMITTAL IS FOR ☐ FIO ☐ GOV'T. APPROVAL

ITEM NO. a.	DESCRIPTION OF ITEM SUBMITTED *(Type size, model number/etc.)* b.	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. *(See instruction no. 8)* c.	NO. OF COPIES d.	CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE g.	VARIATION *(See instruction No. 4)* h.	FOR CE USE CODE i.
				SPEC. PARA. NO. e.	DRAWING SHEET NO. f.			

REMARKS

I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated.

_____
NAME AND SIGNATURE OF CONTRACTOR

SECTION II - APPROVAL ACTION

ENCLOSURES RETURNED *(List by Item No.)*	NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY	DATE

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.

2. Each transmittal shall be numbered consecutively 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 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 I separate form.

5s. 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-alsoa written statement to that effect shall be included in tea 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 L

9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below In space provided In Section 1, columrl to each ieam 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 1, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMIITED

A --	Approved as submitted.	E -	Diaapproved [See I ttached).
B --	Approved, except as noted on drawings.	F -	Receipt acknowledged.
c --	Approved, except as noted on drawings. Refer to attached sheet resubmission required.	FX -	Receipt acknowledged, does not comply as noted with contract requirements.
D --	WIII 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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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01440

CONTRACTOR QUALITY CONTROL

-- End of Section Table of Contents --

SECTION 01440

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	(1994a) 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	(1993b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

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

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 entitled "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 15 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.

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 will 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 01300 SUBMITTAL PROCEDURES.

e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks and has separate control requirements. It could be identified by different trades or disciplines, or it could be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature 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 10 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting 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 Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within his organization at the site of the work 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 graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 3 years construction experience on construction similar to this contract. This CQC System Manager shall be on the site at all times during construction and will be employed by the prime Contractor. The CQC System Manager shall be separate from the Production Manager or supervisory staff. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate will be the same as for the designated CQC System Manager.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: civil, structural, environmental, materials technician. These individuals shall be directly employed by the prime Contractor; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan.

Experience Matrix

Area	Qualifications
a. Civil	Graduate Civil Engineer with 2 years experience in the type of work being performed on this project or technician with 5 yrs related experience
b. Structural	Graduate Structural Engineer with 2 yrs experience or person with 5 yrs related experience
c. Environmental	Graduate Environmental Engineer with 3 yrs experience
d. Concrete, Pavements and Soils	Materials Technician with 2 yrs experience for the appropriate area

3.4.4 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors".

3.4.5 Organizational Changes

The Contractor shall maintain his 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

Submittals shall be made as specified in Section 01300 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control 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 72 hours 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 24 hours 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 or 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 which 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, will 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 will 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 will 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 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.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of $675.00 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 On-Site 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 will be borne by the Contractor. Unless specified otherwise, samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at the following address:

For delivery by mail: Director
South Pacific Division Laboratory
U.S. Army Corps of Engineers
P.O. Box 37
Sausalito, CA 94966

For other deliveries: Director
South Pacific Division Laboratory
U.S. Army Corps of Engineers
Bridgeway, Foot of Spring St.
(bldg. directly east of 2000 Bridgeway)
Sausalito, CA 94966

Coordination for each specific test, exact delivery location, and dates will be made through the Area 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. A Government "Pre-Final Punch List" may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected and so notify 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 will 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, his superintendent or other primary management person and the contracting Officer's representative will be in attendance at this inspection. Additional Government personnel including, but not limited to, those from Sponsor 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 will be given to the Contracting Officer at least

14 days prior to the final acceptance inspection and must include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause entitled "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 on an acceptable form that includes, as a minimum, the following information:

a. Contractor/subcontractor and their area of responsibility.

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

c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.

d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase 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. The original and one copy of these records in report form shall be furnished to the Government daily within 72 hours after the date(s) 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 seven days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager.

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 SAMPLE FORMS

(Deleted)

3.11 CONTRACTOR PROJECT MANAGEMENT SYSTEM.

3.11.1 General

3.11.1.1 The Contractor project Management System is included to assure adequate planning and execution of the work, to assist the Contracting Officer on appraising the reasonableness of the schedule, to evaluate progress of the work, and make progress payments, and to make decisions relative to time and/or cost adjustments which may result from changes in the work.

3.11.1.2 The management system is to be based on a computerized Network Analysis (Critical Path Method) operated by on-site personnel at terminals located in the Contractors's on-site office. On-site management shall be capable of using the system to address all project activities and resources on a real time inactive basis and be capable of rapidly evaluating alternative scenarios which will optimize project management. Evidence of technical expertise of on-site personnel with the proposed computerized Network Analysis System shall be submitted for Contracting Officer's approval prior to on-site work. The Contractor's Scheduling system shall be capable of downloading fully and completely to the Corps of Engineers Standard Data Exchange Format.

3.11.1.3 The Contractor shall resource load all work activities. As a minimum, resource loading shall identify equipment, management, skilled and unskilled labor requirements. The Contractor may at his option decide on greater detail for his own purposes, but if this option is elected, the system must be able to consolidate resources into the above defined categories for use by the Contracting Officer.

3.11.1.4 The Contractor shall incorporate any and all milestone and contract required events which may be specified elsewhere within these specifications. Should milestone events be not specifically identified by the Government within these specifications, the Contractor shall identify at least five percent of the network activities and designate them as milestone activities.

3.11.1.5 The Contractor Project Management System is to be staffed and prepared pursuant of CONTRACT CLAUSE: SCHEDULE FOR CONSTRUCTION CONTRACTS, and CONTRACT CLAUSE: SUPERINTENDENT BY THE CONTRACTOR. In preparing this system the Contractor assume responsibility for conformance with contract requirements, planning, sequencing of work, and determining the construction means and methods.

3.11.2 Submission and Approval. Submission and approval of the system shall be as follows:

3.11.2.1 The complete network system consisting of the detailed network mathematical analysis (including on-site manpower loading schedule) and network logic diagrams shall be submitted for approval within thirty (30) calendar days after receipt of Notice to Proceed. This shall be submitted in assembled hardcopy paper format and software computer disk to allow restoring on

Government Computers.

3.11.2.2 The Contractor shall participate in a review and evaluation of the proposed network logic diagrams and mathematical analysis by the Contracting Officer. Any revisions necessary as a result of this review shall be resubmitted for approval of the Contracting Officer within three (3) calendar days after the conference. The approved schedule shall be used by the Contractor for planning, organizing and directing the work, reporting progress, and requesting payment for work accomplished.

3.11.3 Network Modifications.

3.11.3.1 In those cases where the contract performance is delayed due to causes beyond the control of the Contractor, and a time extension may be allowable under one or more of the CONTRACT CLAUSES: CHANGES, or DIFFERING SITE CONDITIONS, or DEFAULT (FIXED PRICE CONSTRUCTION), or SUSPENSION OF WORK, or other applicable clauses, as a proposal in such format as to identify the specific subnet diagram and activities affected.

3.11.3.2 Change order proposals shall include description or listing of all proposed changes to the network, by activity, and demonstrate the effect on the contract required completion date. A complete list of activities changed and subnet of activities affected by the change shall be submitted.

3.11.3.3 Float or slack is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the NAS schedule. Float of slack is not time for the exclusive use or benefit of either the Government or the Contractor. Extensions of time for performance may be granted to the extent that equitable time adjustment for the activities affected exceed the total float or where otherwise justified, effect on contract completion can be shown. The contract completion date is fixed, and will be amended only the modifications which include time and are signed by the Contracting Officer.

3.11.3.4 Rapid resolution of change orders and the granting of other time extensions where authorized by the Contracting Officer is a critical part of the overall management system. Implementation of all justified activity and logic changes shall be made and reflected on the next monthly update after approval of the Contracting Officer.

3.11.3.5 If, in the opinion of the Contracting Officer, the current schedule no longer accurately reflects the Contractor's real plan for accomplishing the work, or no longer reflects a viable way of finishing the work on schedule, the Contractor shall be directed to revise the schedule and submit it for approval within seven (7) calendar days of direction.

3.11.4 Logic Diagrams and Reports.

3.11.4.1 Logic diagrams.

3.11.4.1.1 Logic diagrams shall show the order and interdependency of activities and sequence in which the work is to be accomplished as planned by the Contractor.

3.11.4.1.2 Detailed networks need not be timed scaled, but drafted to have a continuous flow from left to right, showing how the start of a given activity is

dependent on the completion of preceding activities, and how its completion restricts the start of the following activities.

3.11.4.1.3 An assembled logic diagram of the complete project shall be submitted with the initial NAS, showing each activity identifying numbers, duration, description, with the critical path easily identified. Updated assembled diagrams will be provided as required by logic changes (but not more frequently than the monthly update). The logic diagram shall be plotted on architectural size E paper.

3.11.4.1.4 In addition to the detailed schedule, a summary schedule shall be developed by the Contractor. The summary schedule shall consist of minimum thirty (30) activities and be updated monthly.

3.11.4.2 Reports.

3.11.4.2.1 After the network approval, the Contractor shall review and evaluate the actual progress with the Contracting Officer's representative on a weekly basis, and submit any updated weekly reports three (3) workdays after the meeting.

3.11.4.2.2 Three (3) weekly reports, selected from specific items of the menu will be required, for specified time window of the project (such as the next two weeks). These reports must be flexible in format, allowing generation of reports relating specifically to critical work areas, or areas of particular interest. The Government will identify the subject of the requested reports for the following week at a weekly review meeting. All activities involving the Government that affect progress will be coded to allow to separate report.

3.11.4.2.3 Monthly update reports will be submitted at midmonth showing status and actual start and finish dates of project activities, and will be capable of comparing the current status with the approved base schedule. Each monthly update report shall be uniquely identified and shall be stored on the Contractor's computer until the final pay estimate is processed. The content of the monthly update shall be flexible to show items listed in the menu. The midmonth report shall be used for partial payments.

3.11.4.2.4 A meeting shall be held three (3) workdays before the delivery of the midmonth report to discuss all input data. If the Contractor desires to make changes in his method of operation and scheduling, he shall clearly present the proposed changes.

3.11.4.2.5 A narrative report shall be submitted with midmonth report indicating current and anticipated problems, delaying factors, and conditions that are impacting the Contractor's work effort. An analysis showing the reasons for the delay/gain and their impact upon the current schedule shall be included. When it is apparent the scheduled milestone(s) and completion date(s) will not be met, the Contractor shall propose specific methods he intends to implement to bring the project back on schedule at not cost to the Government. Such measure may include but are not limited to:

a. Increasing construction manpower in such quantities and crafts as will substantially eliminate the backlog of work effort.

b. Increasing the number of working hours per shift; shifts per workday; workdays per week; the amount of construction equipment; or any combination

thereof.

c. Rescheduling of activities to achieve maximum practical concurrence of work shifts.

3.11.4.2.6 The Contractor shall implement such procedures as may be necessary for the active participation by his subcontractors in preparing and updating the schedule. Subcontractors shall be provided with schedules which identify the interfaces of their work with the work of others. At minimum, the Contractor shall provide bar graphs to each major subcontractor showing activity times with plots on an Early Start basis. Copies of these schedules shall also be provided to the Contracting Officer. The relationship between subcontractor and interdependency or work shall be managed by the Contractor. When these interdependencies are violated or impaired, the Contractor shall identify the problem, resolve it, and provide the information to the Contracting Officer as part of the monthly report.

3.11.5 Payment Requests.

3.11.5.1 The monthly update report shall be used as a basis for the monthly partial pay estimate. The report will state the cost, actual percent complete, and current value of partially completed or completed work. Subtotals from subnets representing separate areas of construction will be given, along with a grand dollar value of work completed for the project.

3.11.5.2 The first payment shall not be made until the Network Analysis Schedule has been approved by the Contracting Officer. If, in the judgment of the Contracting Officer, The Contractor fails or refuses to provide an approved schedule and other progress or input data specified, the Contractor shall be deemed not to have provided the required information upon which progress payments may be made, and no payment request will be honored.

3.11.5.3 Activities submitted for payment shall be based on the approved network activities and monetary amount. No payment shall be made for activities conducted in deviation of the approved logic.

3.11.5.4 Payment for activities conducted when previously dependent activities have not been completed or accepted due to quality defects shall be restricted at the discretion of the Contracting Officer.

3.12 IMPLEMENTATION OF GOVERNMENT RESIDENT MANAGEMENT SYSTEM.

The Contractor shall utilize a Government furnished CQC Programming Module (A computerized executable file which is DOS based and operates on a minimum of 80386 IBM compatible computers). The Module includes a Daily CQC Reporting System form which must also be used. This form may be in addition to other Contractor desired reporting forms. However, all other such reporting forms shall be consolidated into this one Government specified Daily CQC Report Form. The Contractor will also be required to complete Government-furnished Module elements which includes, but is not limited to, Prime Contractor staffing; letter codes; planned cumulative progress earnings; subcontractor information showing trade, name, address, point-of-contact, and insurance expiration dates; definable features of work; pay activity and activity information; required Quality Control tests tied to individual activities; planned User Schooling tied to specific specification paragraphs and contractor activities; Installed Property Listing, Transfer Property Listing and submittal information relating

to specification section, description, activity number, review period and expected procurement period. The sum of all activity values shall equal the contract amount, and all Bid Items, Options and Additives shall be separately identified, in accordance with the "Bidding Schedule". Bid Items may include multiple Activities, but Activities may only be assigned to one such Bid Item. This Module shall be completed to the satisfaction of the Contracting Officer prior to any contract payment (except for Bonds, Insurance and/or Mobilization, as approved by the Contraction Officer) and shall be updated as required.

3.12.1 During the course of the contract, the Contractor will receive various Quality Assurance comments from the Government that will reflect corrections needed to Contractor activities or reflect outstanding or future items needing the attention of the Contractor. The Contractor will acknowledge receipt of these comments by specific number reference on his Daily CQC Report and will also reflect on his Daily CQC Report when these items are specifically completed or corrected to permit Government verification..

3.12.2 The Contractor's schedule system shall include, as specific and separate activities, all Preparatory Phase Meetings (inspections); all O&M Manuals: and all Test Plans of Electrical and Mechanical Equipment or Systems that require validation testing or instructions to Government Representatives.

3.13 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 worksite, 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.

-- End of Section --