

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	3
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 04-Dec-2002	4. REQUISITION/PURCHASE REQ. NO. W68MD9-2280-8799		5. PROJECT NO.(If applicable)		
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755	CODE DACW67	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. DACW67-03-B-0002	
				X	9B. DATED (SEE ITEM 11) 22-Nov-2002	
					10A. MOD. OF CONTRACT/ORDER NO.	
					10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.						
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Rehabilitate Large and Small Lock Guard Gates, Lake Washington Ship Canal, Seattle, Washington						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 04-Dec-2002		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

- a. The purpose of this amendment is to incorporate the Clauses and Specifications to Rehabilitate the Large and Small Lock Guard Gates at Lake Washington Ship Canal, Seattle, Washington.
- b. The following clauses have been added by full text to Section I – Contract Clauses, of the Solicitation:

Notification of Urgent Requirement (52.200-4004)

Bidders are advised that this project is of such urgency that award and Notice-to-Proceed will be given in the shortest time possible after bids are opened. Therefore, bidders are advised that they should be prepared to return executed performance and payment bonds and evidence of insurance within 5 calendar days after receipt so as not to delay Notice-to-Proceed.

52.228-16 PERFORMANCE AND PAYMENT BONDS--OTHER THAN CONSTRUCTION (JUL 2000)

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

Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to **100%** percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to **100%** percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within **five (5)** days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.

(End of clause)

- c. Replace Sections 00800, 01270, 01330, 01501, 01702, and the Table of Contents for Technical Specifications.
- d. Incorporate Section 01451, Contractor Performance Requirements, and Section 01703, Warranty.
- e. Bid opening date remains unchanged.
- f. Completing blocks 15A, 15B and 15C, on Standard Form (SF) 30, Amendment of Solicitation/Modification of Contract, and submitting with your bid on bid opening date require acknowledgement of this amendment.

- g. There are no other changes as a result of this amendment.

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SECTION 00800

SPECIAL CLAUSES

SC-1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)
(FAR 52.211-10).

SC-1.1 The Contractor shall be required to (a) commence work under this Contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 25 April 2003. The time stated for completion shall include final cleanup of the premises. The notice to proceed will be issued not later than 7 January 2003. See Sections 01501, paragraphs 1.7, CONSTRUCTION SEQUENCING AND SCHEDULING and 1.8, ACCESS.

SC-2. LIQUIDATED DAMAGES

(a) If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the Contractor shall pay to the Government as liquidated damages \$1,162.00 for each day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, the resulting damages will continue to accrue until the work is completed. These liquidated damages until are in addition to excess costs of repurchase under the Termination clause.

SC-3. TIME EXTENSIONS (Sept 2000) (FAR 52.211-13): Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of work. The change order granting the time extension may provide that the Contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

SC-4. VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS (MAR 1995)
(EFARS 52.211-5001): This variation in estimated quantities clause is applicable only to Item No. 0001.

(a) Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

(b) Where the actual quantity of work performed for Items No. 0001 is less than 85 % of the quantity of the first sub-item listed under such item, the Contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under Items No. 0001 exceeds 115 percent or is less than 85 percent of the total estimated quantity of the sub-item under that item and/or if the quantity of the work performed under the second sub-item or any subsequent sub-item under Items No. 0001 exceeds 115 % or is less than 85 % of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for

performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

SC-5. INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance period of this Contract at least the kinds and minimum amounts of insurance required in the Insurance Liability Schedule or elsewhere in the Contract.

(b) Before commencing work under this Contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective:

(1) for such period as the laws of the State in which this Contract is to be performed prescribe; or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

SC-5.1 REQUIRED INSURANCE IN ACCORDANCE WITH FAR 28.307-2:

(1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when Contract operations are so commingled with a Contractor's commercial operation that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) General Liability.

(a) The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(b) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(3) Automobile liability. The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other

policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) Aircraft public and passenger liability. When aircraft are used in connection with performing the Contract, the Contracting Officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(5) Vessel liability. When Contract performance involves use of vessels, the Contracting Officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

(6) Environmental Liability. If this contract includes the transport, treatment, storage, or disposal of hazardous material waste the following coverage is required.

The Contractor shall ensure the transporter and disposal facility have liability insurance in effect for claims arising out of the death or bodily injury and property damage from hazardous material/waste transport, treatment, storage and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000.00 as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

SC-6. CONTINUING CONTRACTS (EFARS 52.232-5001) (MAR 1995):

(a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

(b) The sum of \$500,000 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract..

(c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under the terms of this contract, except as specifically provided in paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

(d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the Contracting Officer of the

estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due, or to become due, under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The Contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(g) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(h) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

(j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

SC-7. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) (FAR 52.236-1): The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifteen percent (15%) of the total amount of work to be performed under the Contract. The percentage may be reduced by a supplemental agreement to this Contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

SC-8. PHYSICAL DATA (APR 1984) (FAR 52.236-4): Data and information furnished or referred to below is for the Contractor's information. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) Weather Conditions: Each bidder shall be satisfied before submitting his bid as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any National Weather Service Office.

(b) Transportation Facilities: Each bidder, before submitting his bid, shall make an investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the

jobsite. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of the work.

SC-9 THROUGH SC-12 DELETED.

SC-13. IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY (APR 1984) (FAR 52.245-3): The Government will furnish to the Contractor the property identified in the schedule to be incorporated or installed into the work or used in performing the contract. The listed property will be furnished to the Contractor at the place designated by the Contracting Officer. The Contractor is required to accept delivery, pay any demurrage or detention charges, and unload and transport the property to the jobsite at its own expense. When the property is delivered, the Contractor shall verify its quantity and condition and acknowledge receipt in writing to the Contracting Officer. The Contractor shall also report in writing to the Contracting Officer within 24 hours of delivery any damage to or shortage of the property as received. All such property shall be installed or incorporated into the work at the expense of the Contractor, unless otherwise indicated in this contract. Point of Contact for Government Furnished Property is John Post, phone (206) 789-2622, ext. 201.

(b) For purposes of calculating the amount of Washington State Use Tax to be included in his bid; the Contractor shall use an estimated value of \$1,819,000 for Government-furnished Contractor-installed (GF/CI) equipment/property. Ultimately the actual cost of equipment furnished will be used to adjust the final contract amount by modification to reflect the user tax excluding Contractor markups, actually paid by the Contractor for GF/CI equipment schedule.

SCHEDULE

<u>QUANTITY</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>VALUE (TOTAL)</u>
4	New Guard Gates	Per drawings	\$1,396,000
See Drawings	Castings	See Reference Drawings R-21 through R-26	\$ 423,000

SC-14. ~~DELETED EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)-(EFARS 52.231-5000)~~

~~—(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.~~

~~—(b) Allowable cost for marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region VIII. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect~~

~~at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.~~

~~—(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.~~

~~—(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.~~

~~—(e) Copies of EP1110-1-8 :Construction Equipment Ownership and Operating Expense Schedule” Volumes 1 through 12 are available in Portable Document Format (PDF) and can be viewed or downloaded at <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/cecw.htm>. A CD-ROM containing (Volumes 1-12) is available through either the Superintendent of Documents or Government bookstores. For additional information telephone 202-512-2250, or access on the Internet at http://www.access.gpo.gov/su_docs.~~

SC-15 THROUGH SC-17. DELETED

SC-18. CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)(DOD FAR SUPP 252.236-7001)

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

(b) The Contractor shall--

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

(c) In general—

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

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

(e) The work shall conform to the specifications and the contract drawings identified in the index of drawings attached at the end of the Special Clauses.

SC-19 THROUGH SC-23. DELETED

INDEX OF DRAWINGS

FILE NUMBER	SHEET NUMBER	PLATE NUMBER	TITLE	REVISION NUMBER	DATE
Renovate Small Lock Guard Gates, Hiram M. Chittenden Locks, Lake Washington Ship Canal, Seattle, Washington					
GENERAL					
C-2-4-309	1	G-1	Title Sheet, Area and Vicinity Maps		01NOV'02
	2	G-2	Drawing Index, Abbreviations and Legend		01NOV'02
	3	G-3	Location Map		01NOV'02
STRUCTURAL					
	4	S-1	Appurtenant Parts Schedules, Structural Notes and Typical Details		01NOV'02
	5	S-2	Upstream and Downstream Sill Plans		01NOV'02
	6	S-3	Upstream and Downstream Sills, Sections and Details		01NOV'02
	7	S-4	Downstream Slots Demolition and Upstream North Guidewall Repair Details		01NOV'02

REFERENCE DRAWINGS

Reference drawings provided show conditions at time of construction. These drawings are furnished for information only and the Government does not warrant that conditions will be exactly as shown. Minor deviations can be anticipated and shall not be the basis for a claim for extra compensation.

DRAWING FILE NO.	REF.DWG NUMBER	TITLE	REVISION SYMBOL	DATE
Lake Washington Canal - Gates for 30 Ft. Locks				
	R1	Details of Anchorage		20DEC31
	R2	Details and Assembly of Pintle & Castings		20DEC31
Lake Washington Canal - 30' x 150' Lock				
	R3	Foot Walk		13AUG02
Lake Washington Canal				
DACW67-03-B-0002		00800-8		R0001

DRAWING FILE NO.	REF.DWG NUMBER	TITLE	REVISION SYMBOL	DATE
	R4	Gates for 30 & 80 Ft. Locks, Details of Sill on Masonry		12JUL26
	R5	Small Lock Wall Section		12FEB
	R6	River Wall Below Small Lock		20DEC31
	R7	Miter Wall, Culvert & Gate Recesses for Small Lock		13MAR
	R8	River Wall at Middle Lock Gate		13AUG25
	R9	Small Lock River Wall of Lower Gates		20DEC31
	R10	Small Lock River Wall of Upper Gates		13AUG26
		Concrete Lift Dam		
		Land and River Walls of Large Lock		
	R11	Elevation 125 to 130 Plan		1913
	R12	Section Showing Lower Guard Gates		1913
		Construct Small Lock Guard Gate Appurtenances		
C-2-4-308	R13	Gate Anchorage Components Plans Sections and Detail		02APR15
C-2-4-308	R14	Quoin Post Reaction Castings Plans and Sections		02APR15
C-2-4-308	R15	Reaction Bearing Castings Plans and Sections		02APR15
C-2-4-308	R16	Miter Post Reaction Castings and Miter Bearing Bars Plans and Sections		02APR15
C-2-4-308	R17	Pintle Assembly Components Plans and Section		
		Puget Sound Naval Shipyard Upstream Guard Gates		
	R18	General Notes and List Materials I		01NOV23
	R19	Elevations I		01NOV23
	R20	Elevations II		01NOV23
	R21	Sections and Details I		01NOV23
	R22	Sections and Details II		01NOV23
	R23	List of Materials II		01NOV23
		Puget Sound Naval Shipyard Downstream Guard Gates		
	R24	General Notes and List Materials I		02JAN14

DRAWING FILE NO.	REF.DWG NUMBER	TITLE	REVISION SYMBOL	DATE
	R25	Elevations I		02JAN14
	R26	Elevations II		02JAN14
	R27	Sections and Details I		02JAN14
	R28	Elevations and Details		02JAN14
	R29	List of Materials II		02JAN14
		Puger Sound Naval Shipyard Downstream Closure Bulkheads		
	R30	Closure Bulkheads Fabrication and Modification		01NOV2
	R31	Closure Bulkheads, Plan and Elevations		01NOV2
	R32	Closure Bulkheads, Sections and Details		01NOV2
	R33	Closure Bulkheads and Details		01NOV2
		Lake Washington Canal		
	R34	Small Lock Gates Pintel and Busning		01JUL44
	R35	Small Lock Eyebar		03MAR98

STANDARD DETAILS BOUND IN THE SPECIFICATIONS

DRAWING NUMBER	SHEET NUMBER	TITLE	DATE
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SECTION 01501 - PROJECT FACILITIES AND TEMPORARY CONTROLS

1, 2, & 3	Civil Works Project Identification Sign	REV 07APR88
1	Hard Hat Sign	10SEP90

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01270	Measurement and Payment
01330	Submittal Procedures
<u>01451</u>	<u>Contractor Performance Requirements</u>
01501	Project Facilities and Temporary Controls
01702	As Built Records and Drawings
<u>01703</u>	<u>Warranty</u>

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02220	Demolition
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DIVISION 3 - CONCRETE

03101	Formwork for Concrete
03200	Concrete Reinforcement
03301	Cast-in-Place Structural Concrete (Hatch Frame Openings)
03305	Concrete Repair

DIVISION 4 (Not Applicable)

DIVISION 5 - METALS

05055	Metalwork Fabrication, Machine Work and Miscellaneous Provisions
05502	Miscellaneous Metals, Standard Articles, Shop Fabricated Items
05902	Gate Removal, Inspection, Assembly, Testing and Erection

DIVISION 6 - WOOD AND PLASTICS

06100	Timber Construction
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DIVISIONS 7 THROUGH 16 (Not Applicable)

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SECTION 01270

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 GENERAL

The contract price for each item shall constitute full compensation for furnishing all plant, labor, materials, appurtenances, and incidentals and performing all operations necessary to construct and complete the items in accordance with these specifications and the applicable drawings, including surveying performed by the Contractor. Payment for each item shall be considered as full compensation, notwithstanding that minor features may not be mentioned herein. Work paid for under one item will not be paid for under any other item. No separate payment will be made for the work, services, or operations required by the Contractor, as specified in DIVISION 1, GENERAL REQUIREMENTS, to complete the project in accordance with these specifications; all costs thereof shall be considered as incidental to the work.

1.2 MEASUREMENT

1.2.1 Weld wire shall be measured in pounds. Measurement of the amount of weld wire used shall be the weight of the welding rod used minus the weight of the stubs/scrap left over.

1.3 PAYMENT

1.3.1 ITEM 0001

Payment will be made at the contract unit prices for Item No. 0001, In-Lock Welding of Foundation Casting and Face of Reaction Girder, payment of which shall constitute full compensation for Item No. 0001, complete.

1.3.2 ITEM 0002

Payment will be made at the contract lump sum price for Item No. 0002, Lock Wall Concrete Repair, payment of which shall constitute full compensation for Item No. 0002, complete.

1.3.3 ITEM 0003

Payment will be made at the contract lump sum price for Item No. 0003, Downstream Slot Concrete Removal, payment of which shall constitute full compensation for Item No. 0003, complete.

1.3.4 ITEM 0004

Payment will be made at the contract lump sum price for Item No. 0004, Install and Seal Stoplogs at Upstream Location, payment of which shall constitute full compensation for Item No. 0004, complete.

1.3.5 ITEM 0005

Payment will be made at the contract lump sum price for Item No. 0005, Remove 4 Existing Hatches and Install 4 Lockable Hatch Covers, payment of which shall constitute full compensation for Item No. 0005, complete.

1.3.6 ITEM 0006

Payment will be made at the contract lump sum price for Item No. 0006, Install and Seal Upstream Guard Gates, payment of which shall constitute full compensation for Item No. 0006, complete.

1.3.7 ITEM 0007

Payment will be made at the contract lump sum price for Item No. 0007, Install and Seal Stoplogs at Downstream Location, payment of which shall constitute full compensation for Item No. 0007, complete.

1.3.8 ITEM 0008

Payment will be made at the contract lump sum price for Item No. 0008, Removal and Disposal of Existing Downstream Guard Gates, payment of which shall constitute full compensation for Item No. 0008, complete.

1.3.9 ITEM 0009

Payment will be made at the contract lump sum price for Item No. 0009, Install and Seal Downstream Guard Gates, payment of which shall constitute full compensation for Item No. 0009, complete.

~~1.4 PROGRESS PAYMENT INVOICE~~

~~Requests for payment shall be submitted in accordance with Federal Acquisition Regulations (FAR) Subpart 32.9, entitled "PROMPT PAYMENT", and Paragraphs 52.232-5 and 52.232-27, entitled "Payments Under Fixed-Price Construction Contracts", and "Prompt Payment for Construction Contracts", respectively. In addition each request shall be submitted in the number of copies and to the designated billing office as shown in the Contract.~~

~~1.4.1 When submitting payment requests, the Contractor shall complete Blocks 1 through 12 of the "PROGRESS PAYMENT INVOICE" Form as directed by the Contracting Officer. (A sample form is attached at the end of this Technical Specification Section.) The completed form shall then become the cover document to which all other support data shall be attached.~~

~~1.4.2 One additional copy of the entire request for payment, to include the "PROGRESS PAYMENT INVOICE" cover document, shall be forwarded to a separate address as designated by the Contracting Officer.~~

~~1.4.3 The Contractor shall submit with each pay request, a list of subcontractors that have worked during that pay period. The listing shall be broken down into weeks, identifying each subcontractor that has worked during a particular week, and indicate the total number of employees that have worked on site for each subcontractor for each week. The prime Contractor shall also indicate the total number of employees for its on-site staff for each week.~~

PARTS 2 and 3 NOT USED

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SECTION 01330
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 CONTROL AND SCHEDULING OF SUBMITTALS

1.1.1 Submittal Coordination Meeting

Before any submittals are sent to the Contracting Officer (CO), the Contractor shall meet with the CO and develop an approved preliminary submittal register, ENG Form 4288. The contractor shall provide a suitable electronic copy for import to the RMS system prior to the submittal coordination meeting. During the meeting all required items will be identified and grouped into three categories:

?? Government Approved (G)

Government approval is required for extensions of design, critical materials, variations/deviations, an "or equal" decision, equipment whose compatibility with the entire system must be checked, architectural items such as Color Charts/Patterns/Textures, and other items as designated by the CO. ~~Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," these submittals will be acted on as "shop drawings."~~

For Information Only (FIO)

Submittals not requiring Government approval, but require submission, will be for information only. These are items such as Installation Procedures, Certificates of compliance, Samples, Qualifications, etc. ~~Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," these submittals will not be acted on as "shop drawings."~~

For Contractor Only (KIO)

Those items that can be visually inspected by the Contractor's Quality Control Representative (CQC) on site or are provided to the Government other than with an ENG Form 4025: The items that fall into this category shall be included on the register and shall not be submitted to the COR. For these items, the contractor shall maintain a separate method of tracking and make them available at the appropriate preparatory inspection(s).

1.1.2 Final Submittal Register

The final submittal register shall be coordinated with the progress schedule and submitted within ~~40~~ 20 days of Notice to Proceed. In preparing the final document, adequate time (minimum of 30 days) shall be allowed for review and approval, and possible resubmittal of each item on the register.

1.1.3 Submittal Register Updates

The Contractor's quality control representative shall review the listing at least every 30 days and take appropriate action to maintain an effective system. Copies of updated or corrected listings shall be submitted to the CO at least every 30 days in the quantity specified.

1.2 SUBMITTAL TYPES

Throughout these specifications submittals may be identified with the prefix "SD" (submittal data) followed by a number (category, i.e., data, drawings, reports, etc.). This is for bookkeeping and record sorting in the system:

SD-01 Prewrite Submittals

- Certificates of insurance.
- Surety bonds.
- List of proposed subcontractors.
- List of proposed products.
- Progress Schedule.
- Submittal register.
- Schedule of values.
- Health and safety plan.
- Work plan.
- Quality control plan.
- Environmental protection plan.

SD-02 Shop Drawings

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the Contractor for integrating the product or system into the project.

Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be coordinated.

SD-03 Product Data

Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials or equipment for some portion of the work.

Samples of warranty language when the contract requires extended product warranties.

SD-04 Samples

Physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged.

Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project.

Field samples and mock-ups constructed on the project site establish standards by which the ensuring work can be judged. Includes assemblies or portions of assemblies which are to be incorporated into the project and those which will be removed at conclusion of the work.

SD-05 Design Data

Calculations, mix designs, analyses or other data pertaining to a part of work.

SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. (Testing must have been within three years of date of contract award for the project.)

Report which includes findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports

Daily checklists

Final acceptance test and operational test procedure

SD-07 Certificates

Statements signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a supplier, installer or

subcontractor through Contractor, the purpose of which is to further quality of orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel qualifications. Confined space entry permits.

SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material, including special notices and Material Safety Data sheets concerning impedances, hazards and safety precautions.

SD-09 Manufacturer's Field Reports

Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.

Factory test reports.

SD-10 Operation and Maintenance Data

Data that is furnished by the manufacturer, or the system provider, to the equipment operating and maintenance personnel. This data is needed by operating and maintenance personnel for the safe and efficient operation, maintenance and repair of the item.

SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

1.3 APPROVED SUBMITTALS

The approval of submittals by the CO shall not be construed as a complete check, but will indicate only that the general method of work, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist. The Contractor, under the CQC requirements of this contract, is responsible for the dimensions and design of adequate connections, details, and satisfactory completion of all work. After submittals have been approved by the COR, no resubmittal for the purpose of substituting materials or equipment will be given consideration.

1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the CO and promptly furnish a corrected submittal in the format 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, written notice, as required under the Contract Clause entitled "Changes," shall be given to the CO.

1.5 PAYMENT

Separate payment will not be made for submittals, and all costs associated therein shall be included in the applicable unit prices or lump sum prices contained in the schedule. Payment will not be made for any material or equipment which does not comply with contract requirements.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

Prior to submittal, all items shall be checked and approved by the Contractor's CQC and each item of the submittal shall be stamped, signed, and dated. Each respective transmittal form (ENG Form 4025) shall be signed and dated by the CQC certifying that the accompanying submittal complies with the contract requirements. This procedure applies to all submittals. 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 lists; certifications; warranties and other such required items. Units of weights and measures used on all submittals shall be the same as the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Government-approval submittals shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. The COR may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective sections. The Contractor shall maintain a complete and up-to-date file of all submittals/items on site for use by both the Contractor and the Government.

3.2 SUBMITTAL REGISTER (ENG Form 4288)

An electronic copy of the submittal register - ENG Form 4288 – for Divisions 1 through 16 in a format compatible for import into RMS shall be provided by the Contractor (electronic ENG Form 4288 template available from the Contracting Officer) and a hard copy shall be further developed by the Contractor prior to the submittal coordination meeting and list each item of equipment and material for which submittals are required in the Technical Specifications. (See paragraph SUBMITTALS at the beginning of each specification section. A blank ENG Form 4288 is attached at the end of this specification section.) The Contractor shall approve all items listed on the submittal register. During the submittal coordination meeting, a preliminary submittal register will be created by annotating this Form 4288. When the final submittal register is submitted for approval, the Contractor shall complete the column entitled "Item No." and all data under "Contractor Schedule Dates" and return five completed copies to the COR for approval. The Contractor shall review the list to ensure its completeness and may expand general category listings to show individual entries for each item. The numbers in column "Item No." are to be assigned sequentially starting with "1" for each specification section. DO NOT preassign transmittal numbers when preparing the submittal register. When a conflict exists between the submittal register and a submittal requirement in the technical sections, other than those submittals referenced in Paragraph 3.9: Field Test Reports, the approved submittal register shall govern. The preliminary, and then the final approved submittal register, will become the scheduling documents and will be updated monthly and used to control submittals throughout the life of the contract. Names and titles of individuals authorized by the Contractor

to approve shop drawings shall be submitted to COR with the final 4288 form. Supplier or subcontractors certifications are not acceptable as meeting this requirement.

3.3 SCHEDULING

Submittals covering component items forming a system, or items that are interrelated, shall be coordinated and submitted concurrently. Certifications shall be submitted together with other pertinent information and/or drawings. Additional processing time beyond 30 days, or number of copies, may be shown by the COR on the submittal register attached in the "Remarks" column, or may be added by the COR during the coordination meeting. No delays damages or time extensions will be allowed for time lost due to the Contractor not properly scheduling and providing submittals.

3.4 TRANSMITTAL FORM (ENG Form 4025)

Transmittal Form 4025 (sample at end of this section) shall be used for submitting both Government-approval and information-only submittals in accordance with the instructions on the reverse side of the form. Transmittal numbers shall be assigned sequentially. Electronic generated 4025 forms shall be printed on carbonless paper and be a reasonable facsimile of the original 4025. If electronic forms are not used, the original 4025 forms shall be used (do not photo copy) and will be furnished by the CO. These forms shall be filled in completely prior to submittal. 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.. Each submittal item shall be listed separately on the form, naming subcontractor, supplier, or manufacturer, applicable specification paragraph number(s), drawing/sheet number, pay item number, and any other information needed to identify the item, define its use, and locate it in the work. One or more 4025 forms may be used per specification section, however, DO NOT include more than one specification section per transmittal.

3.5 CROSS-REFERENCE (ENG FORM 4288/ENG FORM 4025)

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

3.6 SUBMITTAL PROCEDURE

3.6.1 General

Shop drawings with 4025 forms shall be submitted in the number of copies specified in subparagraphs "Government Approved Submittals" and "Information Only Submittals," or as indicated on the submittal register in the "Remarks" column. Submit a complete collated "reviewers copy" with one 4025 form and attachments (not originals). The remaining copies (4 for Government-approval, 2 for information-only) of 4025 forms and attachments shall not be collated. This would not apply to a series of drawings.

3.6.2 Approval of Submittals by the Contractor

Before submittal to the CO, the Contractor shall review and correct shop drawings prepared by subcontractors, suppliers, and itself, for completeness and compliance with plans and

specifications. The Contractor shall not use red markings for correcting material to be submitted. Red markings are reserved for CO's use. Approval by the Contractor shall be indicated on each shop drawing by an approval stamp containing information as shown in this section. Submittals not conforming to the requirements of this section will be returned to the Contractor for correction and resubmittal.

3.6.3 Variations

For submittals which include proposed variations requested by the Contractor, column "h" of ENG Form 4025 shall be checked and the submittal shall be classified as G, and submitted accordingly. The Contractor shall set forth in writing the justification for any variations and annotate such variations on the transmittal form in the REMARKS block. Variations are not approved unless there is an advantage to the Government. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted variations.

3.6.4 Drawings

Each drawing shall be not more than 28 inches high by 40 inches wide, with a title block in lower right hand corner and a 3 by 4 inch clear area adjacent. The title block shall contain the subcontractor's or fabricator's name, contract number, description of item(s), bid item number, and a revision block. Provide a blank margin of 3/4 inch at bottom, 2 inches at left, and 1/2 inch at top and right. Where drawings are submitted for assemblies of more than one piece of equipment or systems of components dependent on each other for compatible characteristics, complete information shall be submitted on all such related components at the same time. The Contractor shall ensure that information is complete and that sequence of drawing submittal is such that all information is available for reviewing each drawing. Drawings for all items and equipment, of special manufacture or fabrication, shall consist of complete assembly and detail drawings. All revisions after initial submittal shall be shown by number, date, and subject in revision block.

3.6.4.1 Submittals Containing Drawings Larger than 11 inch by 17 inch.

For Government-approval submittals containing drawings larger than 11 inch by 17 inch, one reproducible and one blue line copy will be required to be submitted with five copies of the ENG Form 4025. The marked-up reproducible (and/or any review comments contained on the page-size comment sheet(s) at the Government's option) will be returned to the Contractor upon review. The Contractor shall provide three copies of blue line drawings (generated from the reviewed reproducible) to the Government within 10 days of Contractor's receipt of the reviewed reproducible. The Contractor shall not incorporate approved work into the project until the Government has received the three blue line copies. The Contractor shall use the marked-up reproducible to make any additional copies as needed. For information-only submittals, one reproducible and two blue line copies shall be submitted with the appropriate number of copies of ENG Form 4025.

3.6.5 Printed Material

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

3.7 SAMPLES REQUIRING LABORATORY ANALYSIS

See Section 01451 CONTRACTOR QUALITY CONTROL for procedures and address for samples requiring Government testing.

3.8 SAMPLES REQUIRING VISUAL INSPECTION

Samples requiring only physical inspection for appearance and suitability shall be coordinated with the on-site Government quality assurance representative (QAR).

3.9 FIELD TEST REPORTS

Routine tests such as soil density, concrete deliveries, repetitive pressure testing shall be delivered to the QAR with the daily Quality Control reports. See SECTION: 01451 CONTRACTOR QUALITY CONTROL.

3.10 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."

3.11 GOVERNMENT APPROVED SUBMITTALS (G)

The Contractor shall submit 5 copies of G submittals with 5 corresponding 4025 forms. Upon completion of G submittal review, copies as specified below will be marked with an action code, dated, and returned to the Contractor. See "Drawings" above for special instructions if drawings larger than size A3 (11 inch by 17 inch) are used.

3.11.1 Processing of G Submittals

Submittals will be reviewed and processed as follows:

a. Approved as Submitted (Action Code "A"): Shop drawings which can be approved without correction will be stamped "Approved" and two copies will be returned to the Contractor. No resubmittal required.

b. Approved Except as Noted (Action Code "B"): Shop drawings which have only minor discrepancies will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted" and two copies returned to the Contractor for correction. No resubmittal required.

c. Approved Except as Noted (Action Code "C"): Shop drawings which are incomplete or require more than minor corrections will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted - Resubmission Required" and two copies returned to the Contractor for correction. Resubmittal of only those items needing correction required.

d. Disapproved (Action Code "E"): Shop drawings which are fundamentally in error, cover wrong equipment, or require extensive corrections, will be returned to the Contractor stamped

"Disapproved." An explanation will be furnished on the submitted material or on ENG Form 4025 indicating reason for disapproval. Complete resubmittal required.

e. Resubmittal will not be required for shop drawings stamped "A" or "B" unless subsequent changes are made by Contractor or a contract modification. For shop drawings stamped "C" or "E," Contractor shall make corrections required, note any changes by dating the revisions to correspond with the change request date, and promptly resubmit the corrected material. Resubmittals shall be associated with the "parent" by use of sequential alpha characters (for example, resubmittal of transmittal 8 will be 8A, 8B, etc). Government costs incurred after the first resubmittal may be charged to the Contractor.

3.12 INFORMATION ONLY SUBMITTALS

The Contractor shall submit three copies of data and four copies of ENG Form 4025. Information-only submittals will not be returned. Government approval is not required on information-only submittals. These submittals will be used for information purposes. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the Contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications and will not prevent the COR from requiring removal and replacement if nonconforming material is incorporated in the work. This does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

3.12.1 Processing of Information-Only Submittals

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

3.13 CONTRACTOR APPROVAL STAMP

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

CONTRACTOR: _____

CONTRACT NUMBER _____

TRANSMITTAL NUMBER _____

ITEM NUMBER _____

SPECIFICATION SECTION _____

PARAGRAPH NUMBER _____

_____ APPROVED AS SUBMITTED

_____ APPROVED WITH CORRECTIONS AS NOTED

SIGNATURE: _____

TITLE: _____

DATE _____

CONTRACTORS REVIEW STAMP

MAXIMUM SIZE:

3 INCHES BY 3 INCHES

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
 2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
 3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
 4. Submittals requiring expeditious handling will be submitted on a separate form.
 5. Separate transmittal form will be used for submittals under separate sections of the specifications.
 6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
 7. Form is self-transmittal, letter of transmittal is not required.
 8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
 9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.
- | | | | |
|------|--|-------|---|
| A -- | Approved as submitted. | E -- | Disapproved (See attached). |
| B -- | Approved, except as noted on drawings. | F -- | Receipt acknowledged. |
| C -- | Approved, except as noted on drawings.
Refer to attached sheet resubmission required. | FX -- | Receipt acknowledged, does not comply
as noted with contract requirements. |
| D -- | Will be returned by separate correspondence. | G -- | Other (Specify) |
10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

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This Section added in it's entirety by R0001.

SECTION 01451

CONTRACTOR PERFORMANCE 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.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(2001) 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	(2000b) 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 REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause (Section E) titled "Inspection of Services." 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 operations, both onsite and offsite, and shall be keyed to the proposed work sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for overall work activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all work and work related activities at the site.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 10 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Services." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. Work will be permitted to begin only after acceptance of the CQC Plan.

3.2.2 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all 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 manager. If the project manager and project superintendent is the same person, the CQC System Manager shall report to someone higher in the Contractor's organization than the project manager.
- 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 shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. Laboratory facilities will be validated by the Corps of Engineers Material Testing Center and 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 deficiencies from identification through acceptable corrective action. These procedures shall 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, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of work. Acceptance is conditional and will be predicated on satisfactory performance during the work. 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 Prewrite Conference, before start of work, 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 5 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 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health manager shall receive direction and authority from the CQC System manager and shall serve as a member of the CQC staff. Personnel identified in technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. 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. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, shop drawings submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 5 years construction/service experience on work similar to this contract or a Construction/service person with a minimum of 10 years in related work. This CQC System Manager shall be on the site at all times during the work and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall 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 area: mechanical. These individuals may be employees of the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the work 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	
<u>Area</u>	<u>Qualifications</u>
Mechanical	Graduate Mechanical Engineer with 2 years experience or person with 5 years related experience

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements. All Contractor forms for submitting test results are subject to Contracting Officer approval.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the work, 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, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- 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 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 48 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 nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

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

3.7 COMPLETION INSPECTION

3.7.1 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.

3.7.2 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 before notifying the Government so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.7.3 Final Acceptance Inspection

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

3.8 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 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.9 SAMPLE FORMS

Sample forms are attached at the end of this specification section.

3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3. QUALITY CONTROL INSPECTIONS AND RESULTS: (Include a description of preparatory, initial, and/or follow up inspections or meetings; check of subcontractors work and materials delivered to the site compared to submittals and/or specifications; comments on the proper storage of materials; include comments on corrective actions to be taken):

4. QUALITY CONTROL TESTING AND RESULTS (comment on tests and attach test reports):

5. DAILY SAFETY INSPECTIONS (Include comments on new hazards to be added to the Hazard Analysis and corrective action of any safety issues):

6. REMARKS (Include conversations with or instructions from the Government representatives; delays of any kind that are impacting the job; conflicts in the contract documents; comments on change orders; environmental considerations; etc.):

CONTRACTOR'S VERIFICATION: The above report is complete and correct. All material, equipment used, and work performed during this reporting period are in compliance with the contract documents except as noted above.

CONTRACTOR QC REPRESENTATIVE

(Sample of Typical Contractor's Test Report)

TEST REPORT

STRUCTURE OR BUILDING _____

CONTRACT NO. _____

DESCRIPTION OF ITEM, SYSTEM, OR PART OF SYSTEM TESTED:

DESCRIPTION OF TEST: _____

NAME AND TITLE OF PERSON IN CHARGE OF PERFORMING TESTS FOR THE CONTRACTOR:

NAME _____

TITLE _____

SIGNATURE _____

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED ITEM, SYSTEM, OR PART OF SYSTEM HAS BEEN TESTED AS INDICATED ABOVE AND FOUND TO BE ENTIRELY SATISFACTORY AS REQUIRED IN THE CONTRACT SPECIFICATIONS.

SIGNATURE OF CONTRACTOR
QUALITY CONTROL INSPECTOR _____

DATE _____

REMARKS

END OF SECTION

SECTION 01501

PROJECT FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 AVAILABILITY OF UTILITY SERVICES

1.1.1 Water

The Government will make available to Contractor, from existing outlets and supplies, reasonable amounts of potable water without charge for work done at the site. Contractor shall reasonably conserve potable water furnished. Contractor, at its own expense, shall install and maintain necessary temporary connections and distribution lines and shall remove the connections and lines prior to final acceptance of work.

1.1.2 Electricity

Electric power will be made available by the Government, without charge, to the Contractor for performing work at the site. The Contractor shall carefully conserve electricity furnished. The Contractor, at its own expense and in a workmanlike manner satisfactory to the Contracting Officer, shall extend the existing electrical distribution system for temporary electrical service to the worksite, shall install and maintain necessary temporary connections, and shall remove the same prior to final acceptance of the work. Extension of up to 100 amperes, 240 volts, shall be from space in existing distribution panel in the basement of operating house 4. Extensions of up to 15 amperes, 120 volts, may be from existing receptacle circuits in the large lock service gate machinery pits.

1.2 SANITARY PROVISIONS

Contractor shall provide sanitary accommodations for the use of employees as may be necessary and shall maintain accommodations approved by the Contracting Officer and shall comply with the requirements and regulations of the State Health Department, County Sanitarian, or other authorities having jurisdiction.

1.3 TEMPORARY ELECTRIC WIRING

1.3.1 Temporary Power and Lighting

The Contractor shall provide power facilities in accordance with the safety requirements of the National Electrical Code NFPA No. 70 and the SAFETY AND HEALTH REQUIREMENTS MANUAL EM 385-1-1. The Contractor, or its delegated subcontractor, shall enforce the safety requirements of electrical extensions for the work of subcontractors. Work shall be accomplished by journeyman electricians.

1.3.2 Equipment

In addition to the requirements of SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, temporary wiring conductors installed for operation of tools and equipment shall be either Type TW or THW contained in metal raceways, or shall be hard usage or extra hard usage multiconductor cord. Temporary wiring shall be secured above the ground or floor in a workmanlike manner and shall not present an obstacle to persons or equipment. Open wiring may only be used outside of buildings, and then only in accordance with the provisions of the National Electrical Code.

1.3.3 Submittals

Submit detailed drawings of temporary power connections. Drawings shall include, but not be limited to, main disconnect, grounding, service drops, service entrance conductors, feeders, GFCI'S, and all site trailer connections.

1.4 FIRE PROTECTION

During the work period, the Contractor shall provide fire extinguishers in accordance with the safety requirements of the SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1. The Contractor shall remove the fire extinguishers at the completion of work.

1.5 STAGING AREA

Contractor will be provided adequate open staging area as directed by the Contracting Officer. Area is unsecured, and Contractor shall make provisions for its own security.

Contractor shall be responsible for keeping staging area, and office area clean. All loose debris and material subject to being moved by prevailing winds in the area shall be picked up or secured at all times.

If the area is not maintained in a safe and clean condition as defined above the Contracting Officer may have the area cleaned by others with the costs being deducted from the contractor's payment.

1.6 HOUSEKEEPING AND CLEANUP

Pursuant to the requirements of Clause CLEANING UP and Clause ACCIDENT PREVENTION, of the CONTRACT CLAUSES, the Contractor shall assign sufficient personnel to insure compliance. The Contractor shall submit a detailed written plan for implementation of this requirement. The plan will be presented as part of the post award safety plan and will provide for keeping the total work site, structures, and accessways free of debris and obstructions at all times. Work will not be allowed in those areas that, in the opinion of the Contracting Officer, have unsatisfactory cleanup and housekeeping at the end of the preceding day's normal work shift. At least once each day all areas shall be checked by the Quality Control person of the Contractor and the findings recorded on the Quality Control Daily Report. In addition, the Quality Control person shall take immediate action to ensure compliance with this requirement. Housekeeping and cleanup shall be assigned by the Contractor to specific personnel. The name(s) of the personnel shall be available at the project site.

1.7 ~~CONSTRUCTION~~ SEQUENCING AND SCHEDULING

1.7.1 Small Lock Closure and Dewatering Schedule

The Contracting Officer will give notice to the Contractor 30 days in advance of initial lock closure and 60 days in advance of all other closures and/or dewaterings of the small locks in accordance with the following schedule. Closure dates shown below shall be considered exact dates subject to conditions existing at time of award and any changes to the schedule will be furnished by the Contracting Officer. Under no circumstances will the small locks be closed between the dates of 25 April and Labor Day, nor during the period of large lock closure (17 days from mid November to early December).

1.7.1.1 Small Lock Closure: Government will close the small locks to boat traffic from 17 February 2003 through 25 April 2003. All work, except concrete demolition, shall be completed during this period. The first two days, 17 and 18 February 2003, is reserved for the Contractor to install and seal five closure bulkheads in the upstream slots. The third day is reserved for the Government to dewater between the upstream closure bulkheads and the downstream guard gate. The Contractor shall then perform all work on the upstream guard gates. The Contractor shall adjust the fit of the guard gates as needed. The Government will dewater the chamber as needed to test the gate fit. Following completion of all work at the upstream gate location, the contractor shall remove the five closure bulkheads. The Contractor shall then place and seal ten closure bulkheads in the downstream slots. The Government will require one day to dewater the locks once the bulkheads are sealed. The contractor may then use the remainder of the closure to complete all work at the downstream location. The Contractor shall adjust the fit of the guard gates as needed. The Government will dewater the chamber as needed to test the gate fit. Following completion of the downstream work and placement of the downstream guard gates into service, the contractor shall return all ten stoplogs to their storage locations as directed by the Contracting Officer's Representative. Five stoplogs are stored near the upstream slot, five are stored in the Government facility on the north shore.

1.7.2 Large Lock Outages

Except for the annual shutdown and dewatering of the large lock for maintenance by Lake Washington Ship Canal project personnel, no outage of the large lock for longer than 8 consecutive hours shall be permitted outside of the contiguous period 15 November to 15 January. The annual shutdown and dewatering usually takes place during the 14 consecutive days prior to the first Saturday following Thanksgiving. Any on-site activities that require the large lock to be dewatered shall be scheduled and shall be completed during the annual shutdown. The Contractor will be permitted to request in writing, and subject to Contracting Officer approval, the following types and durations of large lock outages:

<u>OUTAGE</u>	<u>NOTICE REQUIRED</u>	<u>RESTRICTIONS</u>
No longer than 2 hours, to raise or lower water level, to winch a gate open or closed, or to access over water either wall of the large lock, and then to restore the lock to service	48 hours	Not more frequent than 2 per week, and not during the annual shutdown and dewatering
No longer than 8 hours	14 days	Not more frequent than 1 per month
No longer than 12 hours	104 days	Not outside the period 15 November to 15 January

An outage shall be defined as any period of time that the large lock is out of service. No combination of outages longer than 8 hours shall be more frequent than 1 per month.

1.7.3 IN-WATER DEMOLITION

In-water concrete removal shall be done only during the period 16 July 2002 through 15 February 2003.

1.7.4 OTHER WORK DURING THIS CONTRACT

The Puget Sound Naval Shipyard (PSNS) will remove and dispose of the upstream small lock guard gates either prior to or during the course of this contract (one day max.).

1.7.5 GATE REMOVAL

The upstream gates shall be removed first (work to be done by PSNS). The downstream gates shall be removed without the lock chamber being dewatered.

1.8 ACCESS

1.8.1 General

No access to the Hiram M. Chittenden Locks, Lake Washington Ship Canal, for any on-site activities shall be permitted or shall occur prior to 1 November for any work period. No access to the Hiram M. Chittenden Locks for any on-site construction activities shall be permitted or shall occur after the completion dates established in these specifications. On or after 1 November and before any established completion date, access for work activities will be provided as follows.

1.8.1.1 Overland access to the north (land) wall of the large lock shall be restricted to the route west of the boathouse as designated on the drawings.

1.8.1.2 Over water access to the north (land) wall and to the south (river) wall of the large lock will be permitted subject to the requirements of paragraph Large Lock Outages, above. No over water access will be permitted outside the navigational boundaries for the large lock. Maximum vessel size and draft shall be restricted to 250 feet and 30 feet, respectively. Moorage for a

maximum of 1 (one) vessel will be made available to the Contractor, but only for the duration of Contractor's on-site construction activities, on the north side of the east guide pier and/or at the maintenance pier as designated on the drawings.

1.8.1.3 Contractor's vehicles, materials, and equipment on both the north (land) and south (river) walls of the large lock shall be restricted to the maximum load condition of a uniform live load of 100 psf.

1.9 PROJECT SIGN

Contractor shall furnish and install one project identification sign and one safety performance sign in accordance with conditions hereinafter specified and layout shown on drawings attached at end of this section, except Corps communication mark will be Government furnished. Corps communication mark shall be secured with galvanized screws. All lettering shall be block type, upper case. Letters shall be painted black on white background using exterior-type paint. Sign shall be maintained in excellent condition throughout life of job. Project signs shall be located as directed. Upon completion of project, signs shall be removed and shall remain the property of Contractor except Corps communication mark will remain property of the Government.

1.10 ELEVATED WORK AREAS

Workers in elevated work areas in excess of 6 feet above an adjoining surface require special safety attention. In addition to the provisions of SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, September 1996, the following safety measures are required to be submitted to the Contracting Officer's Representative. Prior to commencement of work in elevated work areas, the Contractor shall submit drawings depicting all provisions of his positive fall protection system including, but not limited to, all details of guardrails. If safety belts and harnesses are used, the positive fall protection plan will address fall restraint versus fall arrest. Body belts will ONLY be used for fall restraint, they will not be used for fall arrest.

1.11 PLANNING MEETINGS

For the duration of Contractor's on-site work activities, the Contractor shall attend a weekly scheduling meeting with the Contracting Officer's Representative and a representative of the Lake Washington Ship Canal project. The first such meeting shall occur one week prior to the start of the Contractor's on-site work activities. During the meeting, the Contractor shall be required to present in writing, and discuss his specific plans for, the following 2-week period. The first week's schedule shall be firm and the second weeks' schedule may be tentative and subject to change as conditions warrant. The schedule shall be detailed describing planned work activities, crew sizes and locations, and any utility and access restrictions to project operations which may be caused by planned work. Scheduling of outages no longer than 8 hours in duration will be performed at this meeting. This weekly meeting is in addition to the work progress charts or network analysis submission requirements.

1.12 SAFE CLEARANCE PROCEDURES

A safe clearance system for the control of hazardous energy (lockout/tagout) is used by project personnel to ensure continuity of service and safety to personnel and equipment. The Lake Washington Ship Canal project personnel may require a clearance to protect either project equipment or employees from the release of hazardous energy. Any work performed which

requires taking project operating equipment out of service shall be done only after a formal clearance is obtained from the Contracting Officer. The Contractor shall develop and shall be responsible for implementing the Contractor's own safe clearance procedures for the work required for this contract. Control of hazardous energy and safe clearance procedures shall be in accordance with EM 385-1-1, September 1996, US Army Corps of Engineers SAFETY AND HEALTH REQUIREMENTS MANUAL. Contractor's Hazardous Energy Control Plan shall be submitted to the Contracting Officer for Government approval within 30 days of notice to proceed and in accordance with the submittal requirements of Section SUBMITTALS. Clearance shall not be violated by Contractor personnel. Any violation of safe clearance procedures will be grounds for requesting the removal of the offender(s) from the project site.

1.13 UTILITIES NOT SHOWN

The Contractor can expect to encounter, within the work limits of the entire project, utilities not shown on the drawings and not visible as to the date of this contract. If such utilities will interfere with the Contractor's operations, he shall immediately notify the Contracting Officer verbally and then in writing to enable a determination by the Contracting Officer as to the necessity for removal or relocation. If such utilities are removed or relocated as directed, the Contractor shall be entitled to equitable adjustment for any additional work or delay. The types of utilities the Contractor may encounter are waterlines, sewerlines (storm and sanitary), communication lines, and powerlines. These utilities may be active or abandoned utilities.

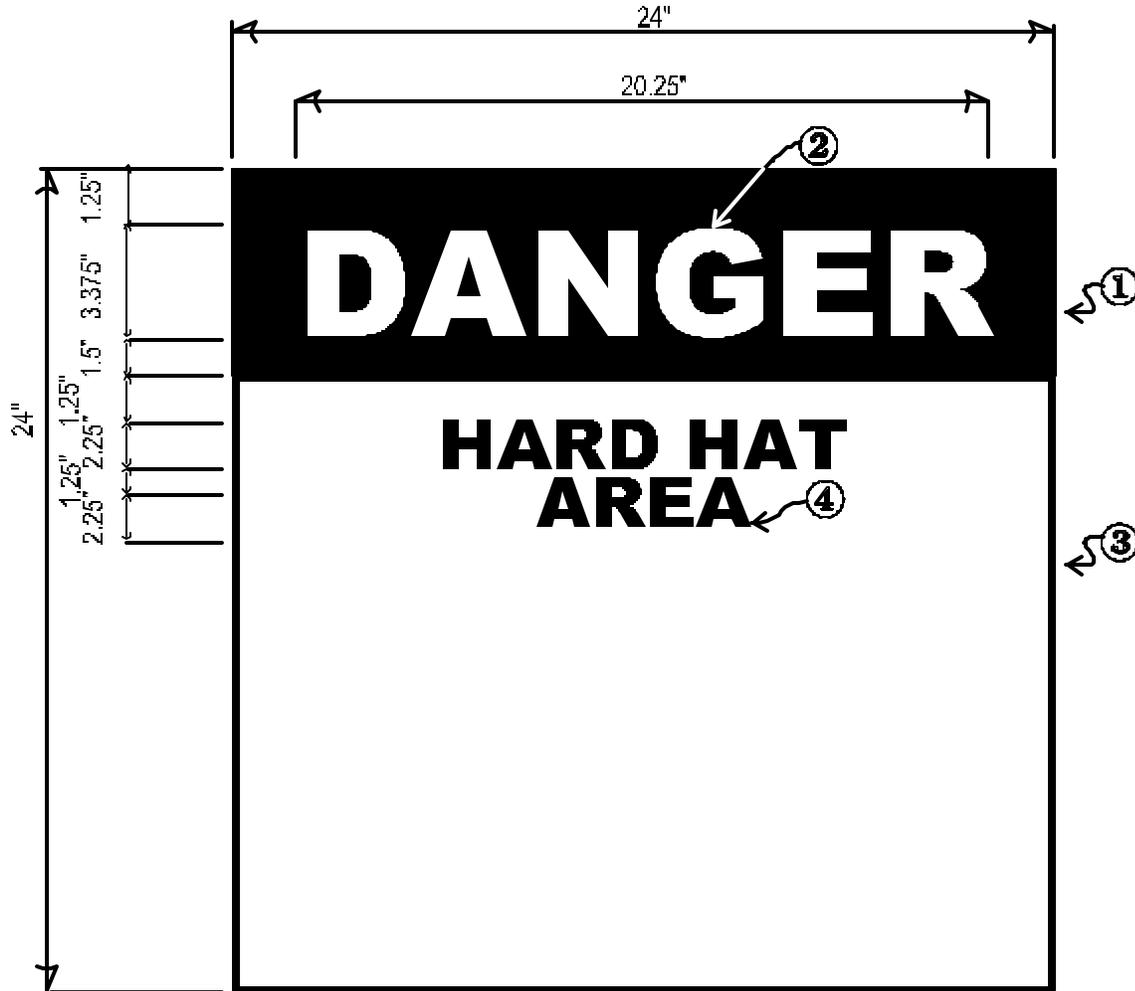
1.14 HARD HAT SIGNS

The Contractor shall provide 24 x 24 inch square Hard Hat Area signs at each entry to the project or work area as directed by the Contracting Officer. A minimum of two signs will be required. Signs shall be in accordance with the sketch at the end of this section.

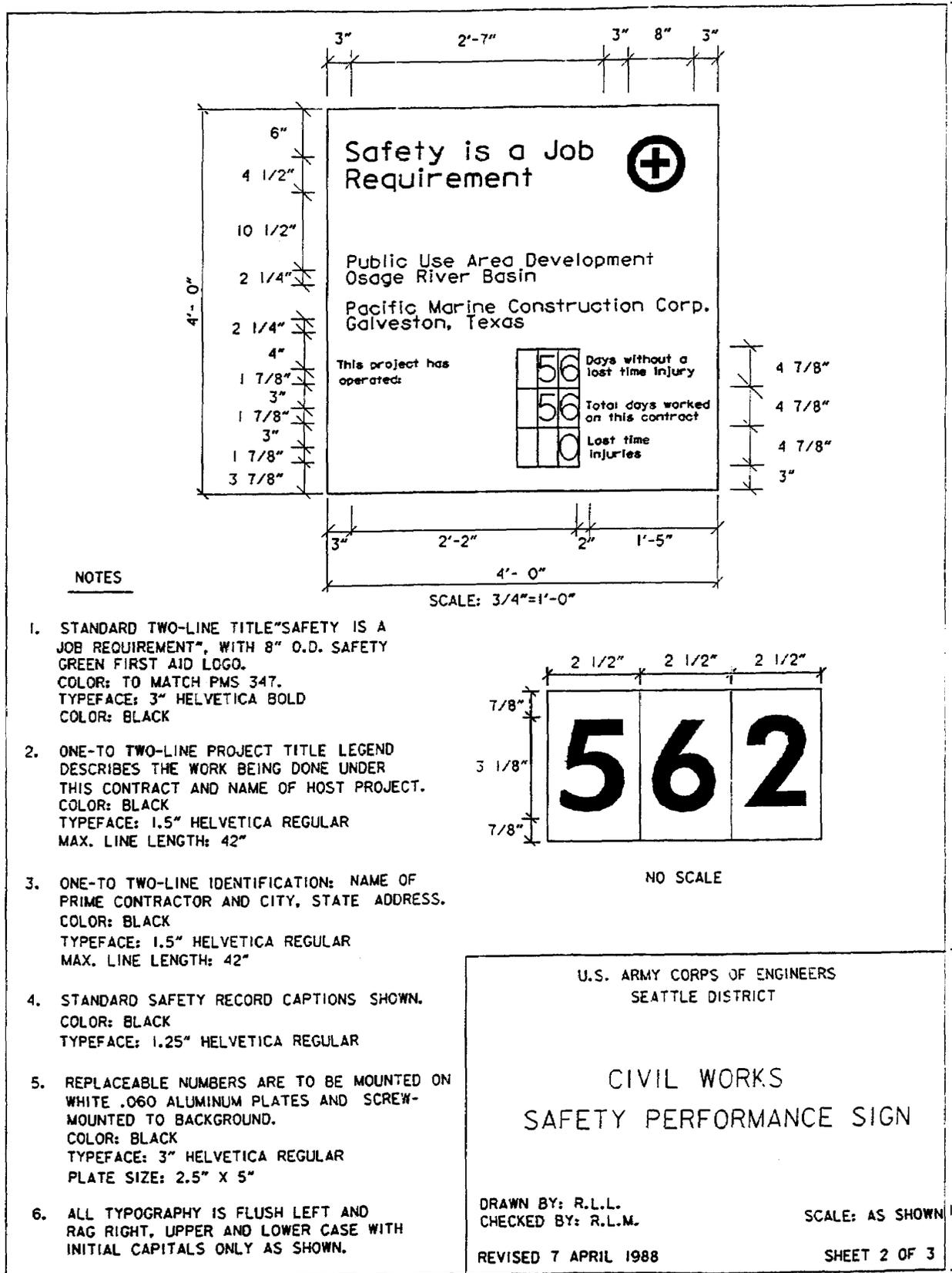
1.15 WORK NEAR COMMUNICATIONS AND CONTROL CABLES

Existing communications and control cables within the operating houses, large lock service gate machinery pits, and the control tower shall be protected during the work unless otherwise indicated.

PART 2 PRODUCTS AND PART 3 EXECUTION (NOT APPLICABLE)



- SIGN SHALL BE FABRICATED FROM .125 THICK 6061-T6 ALUMINUM PANEL
- COLOR
-
-
-
- 1. ○ SAFETY RED (SR)
- 2. ○ WHITE
- 3. ○ WHITE
- 4. ○ BLACK
- LETTERING SHALL BE HELVETICA BOLD TYPOGRAPHY.
- LETTERS AND BACKGROUND SHALL BE REFLECTIVE SHEETING MATERIAL.
- SIGNS SHALL BE POSTED AT 6'-6" (BOTTOM SIGN TO GRADE) OR AS DIRECTED BY THE CONTRACTING OFFICER.
- LETTERING TO BE CENTERED ON PANEL.





END OF SECTION

02038/II
Renovate Small Lock Guard Gates, LWSC

SECTION 01702

AS BUILT RECORDS AND DRAWINGS

PART 1 GENERAL

1.1 SUBMITTALS

Data listed in PART 3 of this section shall be submitted in accordance with section 01330 SUBMITTAL PROCEDURES. Due dates shall be as indicated in applicable paragraphs and all submittals shall be completed before final payment will be made.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 AS-BUILT FIELD DATA

3.1.1 General

The Contractor shall keep at the constructionwork site two complete sets of full size prints of the contract drawings, reproduced at Contractor expense, one for the Contractor's use, one for the Government. During the workconstruction, both sets of prints shall be marked to show all deviations in actual construction from the contract drawings. The color red shall be used to indicate all additions and green to indicate all deletions. The drawings shall show the following information but not be limited thereto:

a. The locations and description of any utility lines and other installations of any kind or description known to exist within the workconstruction area. The location includes dimensions and/or survey coordinates to permanent features.

b. The locations and dimension of any changes within the building or structure, and the accurate location and dimension of all underground utilities and facilities.

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

d. Correct elevations if changes were made in site grading from the contract plans.

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, and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

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

g. All changes or modifications from the original design and from the final inspection.

h. Where contract drawings or specifications allow options, only the option actually used ~~in the construction~~ shall be shown on the as-built drawings. The option not used shall be deleted.

These deviations shall be shown in the same general detail utilized in the contract drawings. Marking of the prints shall be pursued continuously during ~~construction~~ the work to keep them up to date. In addition, the Contractor shall maintain full size marked-up drawings, survey notes, sketches, nameplate data, pricing information, description, and serial numbers of all installed equipment. This information shall be maintained in a current condition at all times until the completion of the work. The resulting field-marked prints and data shall be referred to and marked as "As-Built Field Data," and shall be used for no other purpose. They shall be made available for inspection by the Contracting Officer's representative whenever requested during ~~construction~~ the work and shall be jointly inspected for accuracy and completeness by the Contracting Officer's representative and a responsible representative of the Contractor prior to submission of each monthly pay estimate. Failure to keep the As-Built Field Data (including Equipment-in-Place lists) current shall be sufficient justification to withhold a retained percentage from the monthly pay estimate.

3.1.2 Submittal of the As-Built Field Data

Two sets of the full size As-Built Field Data shall be submitted to the Contracting Officer for review and approval a minimum of 20 calendar days prior to the date of final inspection. If review of the preliminary as-built drawings reveals errors and/or omissions, the drawings will be returned to the Contractor for corrections. The Contractor shall make all corrections and return the drawings for backcheck to the Contracting Officer within 10 calendar days of receipt. When submitted drawings are accepted, one set of marked drawings will be returned to the Contractor for the completion of the as-built drawings.

3.2 AS-BUILT ELECTRONIC FILE DRAWINGS

3.2.1 No earlier than 30 days after award the Government will have available for the Contractor one set of MicroStation electronic file format contract drawings, to be used for preparation of as-built drawings. The electronic file drawings will be available on either 89 mm (3-1/2 inch) 1.44 MB floppy disks or ISO-9660 CD-ROM, as directed by the Contracting Officer. The Contractor has 30 days after the receipt of the electronic file to verify the usability of the MicroStation files, and bring any discrepancies to the attention of the Contracting Officer. Any discrepancies will be corrected within 15 days and files returned to the Contractor. The Contractor shall incorporate all deviations from the original contract drawings as recorded in the approved 'As-built Field Data' (see paragraph 3.1.2). The Contractor shall also incorporate all the written modifications to the contract drawings which were issued by amendment or contract modification. All revisions and changes shall be incorporated, i.e. items marked "deleted" shall be deleted, clouds around new items shall be removed, etc.

Furthermore, drawings shall be scanned. Full size drawings shall be scanned at a resolution of 300 dots per inch (dpi). In the event that full size drawings are not available, half size drawings (and any other drawings that contain text less than 0.06 inches in height) shall be scanned at a resolution of 400 dpi. Images shall be stored as Tagged Interleaf File Format (TIFF) with packbits compression. Image files shall be cropped to edge of sheet border. Raster images shall be cleaned to plot with equal quality as originals. Half size drawings shall be scanned and enlarged to full size prior to archiving on CD-ROM. Files (TIFF) shall be delivered on 74 min 650mb Compact Disc(s) conforming to ISO-9660. File naming conventions shall be coordinated with facility personnel.

3.2.2 No later than 30 days after final acceptance a complete set of as-built drawings shall be submitted in MicroStation electronic file format. The electronic file format, layering standards and submittal requirements are specified in paragraphs below. The as-built drawings shall be done in a quality equal to that of the originals. Line work, line weights, lettering, and use of symbols shall be the same as the original line work, line weights, and lettering, and symbols. If additional drawings are required they shall be prepared in electronic file format under the same guidance. When final revisions have been completed, each drawings shall be identified with the words "AS-BUILT" in block letters at least 3/8-inch high placed above the title block if space permits, or if not, below the title block between the border and the trim line. The date of completion and the words "REVISED AS-BUILT" shall be placed in the revision block above the latest revision notation.

3.2.3.1 The MicroStation electronic file(s) deliverable shall be in MicroStation 'DGN' binary format. All support files required to display or plot the file(s) in the same manner as they were developed shall be delivered along with the files. These files include but are not limited to Font Libraries, Pen Tables, and Referenced files.

3.2.3.2 Leveling shall remain as provided in the electronic files. An explanatory list of which levels are used in each drawing, including any additional levels needed to complete incorporation of the As-Built data, shall be provided with each submittal.

3.2.3.3 Electronic File Deliverable Media:

All electronic files shall be submitted in ISO 9660 format CD-ROM (CD). Zip drive disks shall not be provided. Two complete sets of CD(s) shall be submitted along with one complete set of 1/2 size prints and one complete set of full size mylars taken from the CD(s). The mylars are to be submitted only after corrections are made, if any. See paragraph 3.2.4 below. Each CD shall have a clearly marked label stating the Contractor's firm name, project name and location, submittal type (AS-BUILT), and date the CD was made. Each submittal shall be accompanied by a hard copy transmittal sheet that contains the above information along with tabulated information about all files submitted, as shown below:

<u>Electronic File Name</u>	<u>Plate Number</u>	<u>Drawing Title</u>
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Electronic version of the table shall be included with each submittal set of disks.

3.2.4 Submittal of the Final As-Built Drawings

The final as-built record drawings shall be completed and returned together with the approved preliminary as-built drawings to the COE, Seattle District Office, Technical Branch, Records and Information Section, within 30 calendar days of final acceptance. All drawings from the original contract drawings set shall be included, including the drawings where no changes were made. The Government will review all final as-built record drawings for accuracy and conformance to the drafting standards and other requirements contained in DIVISION 1 GENERAL REQUIREMENTS. The drawings will be returned to the Contractor if corrections are necessary.

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The Contractor shall make all corrections and shall return the drawings to the same office within 7 calendar days of receipt.

END OF SECTION

This Section added by amendment R0001

SECTION 01703

WARRANTY

PART 1 GENERAL

1.1 SUBMITTALS

Submittals shall be made in accordance with SECTION 01330: SUBMITTALS. Submittal dates shall be as defined in PART 3 of this section.

PART 2 PRODUCTS

(NOT USED)

PART 3 EXECUTION

3.1 WARRANTY

3.1.1 In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph 3.1.9 of this Clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

3.1.2 This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

3.1.3 The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to Government-owned or controlled real or personal property, when that damage is the result of:

- (a) the Contractor's failure to conform to contract requirements or
- (b) any defect of equipment, material, workmanship, or design furnished.

3.1.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

3.1.5 The Government will notify the Contractor, in writing or by telephone, after the discovery of any failure, defect, or damage, and the Contractor shall respond and be on-site to correct the problem.

3.1.6 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time as determined by the Government, after receipt of notice, the Government will have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

3.1.7 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

- (a) obtain all warranties that would be given in normal commercial practice;
- (b) require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
- (c) enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

3.1.8 In the event the Contractor's warranty under paragraph 3.1.2 of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

3.1.9 Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government- furnished material or design.

3.1.10 This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

END OF SECTION