



**Joint Base Lewis McChord  
Area Office**

**Preconstruction Packet**

**Seattle District, NWS**

Last updated: 11 March 2019



## Table of Contents

- Chapter 1: Submittal Procedures
- Chapter 2: Contract Correspondence
- Chapter 3: Project Schedule
- Chapter 4: Quality Control
- Chapter 5: Safety
- Chapter 6: Value Engineering
- Chapter 7: Labor, Payroll, Posting, EEO Requirements
- Chapter 8: Modifications and Claims
- Chapter 9: Progress Payments
- Chapter 10: Appendices
- Chapter 11: Contractor Evaluation





# **Chapter 1: Submittal Processing**

**Seattle District, NWS**

Last updated: 11MAR19



## Chapter 1

### Submittal Processing

1. General: The purpose of this chapter is to provide information, establish guidance, and outline procedures/responsibilities regarding the processing of submittals in accordance with Specification Section 01 33 00.
2. Applicability: This guidance applies to all projects controlled by the Joint Base Lewis-McChord (JBLM) Area Office, Construction Division, Seattle District, U.S. Army Corps of Engineers.
3. Guidance: The following guidelines and documents reflect the most current policy regarding the preparation, receipt, disposition, and distribution of transmittals of shop drawings, equipment data, material samples, and other submittals required per contract documents.
  - a. Submittal Guide. Provides contractually compliant instructions for the preparation and distribution of submittals. This document is to be used during the conduct of the Submittal Coordination Meeting on all contracts.
  - b. Submittal Review Guide. Provides classification codes and action codes for use by the contractor and government reviewers.
  - c. Submittal Classification Examples. Provides examples of submittals as a guideline for contractors and government reviewers/project teams.
  - d. Submittal Register Guidance for O&M Manuals. Provides general guidance for contractors and project teams for the development of the submittal register for the purpose of submitting O&M Manuals, typically IAW the 01 78 00 or 01 78 23 specification of the contract.

#### Enclosures

- Figure 1-1 Submittal Guide
- Figure 1-2 Submittal Review Guide
- Figure 1-3 Submittal Classification Examples
- Figure 1-4 Submittal Register Guidance for O&M Manuals
- Appendix A Preparing a Submittal Package



**Figure 1-1 SUBMITTAL GUIDE**

**Date: 7FEB19**

Instructions are for reference in preparing transmittals (Eng Form 4025) per specification section 01 33 00, SUBMITTAL PROCEDURES.

- (1) Form 4025's shall be electronically generated from RMS. These forms shall be filled in completely prior to submittal.
- (2) Each transmittal shall contain only one specification section (i.e., 23 00 00 & 23 09 23 would require two transmittals).
- (3) Each transmittal shall contain only one type of classification (i.e., GA and FIO items would require two transmittals).
- (4) Format. Submittals shall consist of one of the following acceptable formats: ACAD for drawings (.dwg), MS Office, WINEST for estimates, and Portable Document Format (.pdf) files. PDF files of text should be bookmarked and searchable.
- (5) Method of delivery will be via RMS. Refer to Appendix A for step-by-step instructions how to create a Transmittal package. For the first transmittal only, send e-mail to [JBLMTRANSMITTALS@usace.army.mil](mailto:JBLMTRANSMITTALS@usace.army.mil). Certain Division 01 Sections may require paper copies in addition to the electronic submitted via RMS. During the Submittal Register Meeting, the specific paper copies will be determined. Files larger than 10M cannot be emailed through USACE's system. Email [JBLMTRANSMITTALS@usace.army.mil](mailto:JBLMTRANSMITTALS@usace.army.mil) after award to determine available file transfer options.
- (6) **The official record of receipt and return by the Government will be RMS via the ENG Form 4025-R.** No email notification will be sent directly by the Project Team or Technical Engineering Section.
- (7) Re-submittals must be related to the parent transmittal (i.e., 2→2.1→2.2 etc.).
- (8) All re-submittals of FIO's become GA if design-bid-build, and DA/CR for design-build.
- (9) Unique item numbers must be listed on 4025 in column "a". Assign an item number to each contract item requiring separate approval. Understand that a single action code will be given to the item, regardless of the number of products or data it consists of. If a single product or data in the item is disapproved, the entire item is disapproved.
- (10) Each item in the enclosure/technical data must have an item number on the front of the first document that defines the item. **Items shall be "bookmarked" within the PDF document for easy access by the Government reviewer or they will be returned for correction.**



- (11) All DA submitted items must also have a “designer of record approval stamp”. Stamp(s) must be signed and items clearly identified.
- (12) Enter the technical paragraph in the specs under column “e” for each item.
- (13) Identify the drawing numbers that apply, if applicable, in column “f”.
- (14) Variations must be identified in column “h” and justified in the “Remarks” block. The government Project Engineer must acknowledge proposed variations **prior** to submission via email. Include this email as part of the first pages of the submittal package. For design-bid-build, ALL variations must be submitted GA. For design-build, variations must be submitted DA/CR (in-scope of contract) and DA/GA (change to contract). A variation is any change from the invitation for bids plans/specs or accepted proposal/design.
- (15) Contractor approval code must go in Column “g”.
- (16) Quality Control Manager shall electronically sign Form 4025 within RMS.
- (17) Typical Government review periods are 30 days. Refer to contract for specific requirements. **Justify exceptions to the government Project Engineer.**
- (18) All electronic and paper copies of enclosures/technical data shall be high quality with clear, sharp images and easy to read text.
- (19) Specifically identify the technical data on attached catalog cuts (i.e., highlight or point out).
- (20) Drawings submitted to Tech Section for design submissions shall be ½-size (11x17 inch). If enclosure is a sample, then only one (1) sample and leave the sample on site.
- (21) Drawings submitted for design submissions shall include, at a minimum, the Project Name and Contract Number with Task Order, if applicable. IJO and CEO Numbers shall also be annotated, if applicable, and are located in the SOW, Section 1.



**Figure 1-2 SUBMITTAL REVIEW GUIDE****Date: 6MAR19**

<b>CLASSIFICATIONS</b>			
<b>Classification</b>	<b>Description</b>	<b>What it means</b>	<b>Applies to</b>
GA	Government Approval	The Government will review the item and indicate acceptability.	Plans, construction substantiation, turnover documents/products, contract changes, government preferences (colors), etc.
FIO	For Information Only	The Government may review or spot check selected items, or may not review any items at all.	Items that can be approved by the CQC/do not require Architect-Engineer or Government approval. Also includes interim design packages and some other items which are supplied with registered engineer/architect professional stamps.
DA	Designer of Record Approval	The Architect-Engineer will review the item and indicate acceptability.	Extensions of design, critical materials, deviations from accepted proposal or design, compatibility issues, items related to design “integrity”, etc.
CR	Conformance Review	The Government will review for conformance to applicable codes, standards, and contract requirements.	Documents to be “released” for construction, e.g. IFC design packages, changes to accepted design, etc.
DA/GA	Designer of Record Approval & Government Approval	Combination of definitions, for multiple approvals.	Design-build only, related to construction substantiation, turnover documents/products, contract changes effecting design, etc.
DA/CR	Designer of Record Approval & Conformance Review	Combination of definitions, for approval and release.	Design-build only, related to extensions of design for critical items, design changes, etc.
KIO	Contractor Information Only	Not Used	Not Used

## GENERAL NOTES (CLASSIFICATIONS):

1. Reference spec 01 33 00, “Submittal Procedures” and ER 415-1-10



COMMENTS			
Classification	Action Code	Comment Format	What it means
GA, DA/GA	A	Comments are not made.	Information/product is satisfactory
	B	Approved provided [.....]. Re-submittal not required.	Conditional approval as stated in the brackets (brackets not required) and will be enforced by the QA. Therefore, the condition must be easily identified from the equipment to be supplied in the field. The contractor may proceed with the understanding that s/he is to comply with the conditions stated
	C	Approved except for [.....]. Re-submittal required.	The submittal is approved except for those portions specifically addressed in the Government Review Marks. Identified deficiencies must be corrected, resubmitted, and approved before the contractor may proceed on that feature.
	E	Disapproved, [.....]. Re-submittal required.	Contractor has submitted something that cannot be given a conditional approval.
	G	Other.	Only to be used under special circumstance or as directed by COR.
DA, FIO	F	Receipt Acknowledged [.....]. Re-submittal not required.	Reviewers have the latitude to spot check DA and FIO submittals, according to the experience of the reviewer. For those submittals spot checked, reviewers may state conditions, which will be enforced by the QA. The contractor may proceed with the understanding that s/he is to comply with contract, and if provided, the conditions.
DA, FIO, CR, DA/CR	FX	Receipt Acknowledged, does not comply [.....]. Re-submittal required.	Submittal is found not to be acceptable by the condition stated. Disapproved submittals must be resubmitted by the contractor GA (design-bid-build) and DA/CR (design-build).
CR, DA/CR	R	Released [.....].	Information/package is satisfactory. Conditional approval may be provided and will be enforced by the QA.
KIO	(none)	Not Used	Not Used



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**Figure 1-3 SUBMITTAL CLASSIFICATION EXAMPLES**  
**Date: 6MAR19**

Classification examples by submission location follow. The lists are not all inclusive but meant to provide a sampling of what is included under each classification and submission location. The lists are written for design-build. To convert to design-bid-build, replace DA and CR items with GA, i.e. those items under Project Office submission classified DA would actually be GA approved.

**AREA OFFICE SUBMISSION – GA, CR, DA/GA, DA/CR**

Preconstruction Submittals/Construction Plans (fronts), GA

- Schedule (01 32 01.00 10)
- Submittal Register (01 33 00)
- BIM Plan (01 33 16.00 10)
- BIM Demonstration (01 33 16.00 10)
- APP (01 35 26)
- QC/DQC Plan (01 45 00)
- Temporary Power Plan (01 50 00)
- SWPP (01 57 23)
- Environmental Plan (01 57 20.00 10)
- Waste Management Plan (01 74 19)

Deviations/Changes

- Accepted Design (00 73 00), DA/CR
- Contract (00 73 00), Modification Process

IFC Design Packages (01 33 16), CR

- Plans, Specs, Design Analysis, etc.
- LEED
- BIM

Closeout Submittals (01 78 00 & 01 78 23), DA/GA

- As-built Drawings/BIM
- Warranty Plan
- LEED
- O&M's
- EIP Lists
- Field Training Plan
- Training DVDs
- Red-lined Drawings
- 1354
- Final Cleaning

Color Samples, GA

- Exterior Samples (JBLM)
- Interior Samples

Extensions of Design (01 33 00), DA/CR

- Fire Alarm/Mass Notification Detailed Design Shop Drawings



Sprinkler System Detailed Design Shop Drawings  
Telecommunications, Inside & Outside Plant Detailed Design Shop Drawings  
Intrusion Detection System Detailed Design Shop Drawings  
Direct Digital Controls Detailed Design Shop Drawings  
Arms Vaults Detailed Design Shop Drawings  
SCIF Detailed Design Shop Drawings  
ATFP Windows and Doors Detailed Design Shop Drawings  
Public Address System Design Shop Drawings  
Test Procedures, DA/GA  
    Fire Alarm/Mass Notification  
    Building Envelope  
    Telecommunications, Inside & Outside Plant  
Test Reports, DA/GA  
    Final Commissioning Report  
    Final TAB Report  
    Controls PVT Report  
    Telecommunications, Inside & Outside Plant

**PROJECT OFFICE SUBMISSION – FIO & DA**

Design Data  
    \*Controls PVT Procedures, DA  
Shop Drawings (except for extensions of design)  
    \*Transformers, switchboards, distribution panels, DA  
    \*Architectural hardware, finishes, cabinetry, DA  
Product Data  
    Conduit, junction boxes, wiring devices, FIO  
    Metal wall studs, sheetrock, screws, FIO  
    Paints, sealants, FIO  
    \*Toilet partitions, suspended ceiling, DA  
    Plumbing fixtures, piping, insulation, FIO  
    \*AHU's, pumps, boilers, water heaters, DA  
Certificates  
    LEED, Mil Certs, FIO  
Manufacturer's Instructions  
    Installation instructions, FIO  
Manufacturer's Field Reports  
    \*Generator report, transformer report, lighting inverter report, DA

\*Asterisk lines are GA classified under design-bid-build



**Figure 1-4 SUBMITTAL REGISTER GUIDANCE for O&M MANUALS**  
**Date: 6MAR19**

The contractor should develop their submittal registers to include separate line items for Preliminary and Final O&M Manuals IAW the requirements of Specification Section 01 78 00, 01 78 23, etc. The submittal register should include separate line items for each discipline and sub-category within that discipline. Please see the example below.

\* The example below is representative of a standard contract and is not meant to be all inclusive. The contractor should develop the submittal register to accurately reflect the specific requirements of their contract.

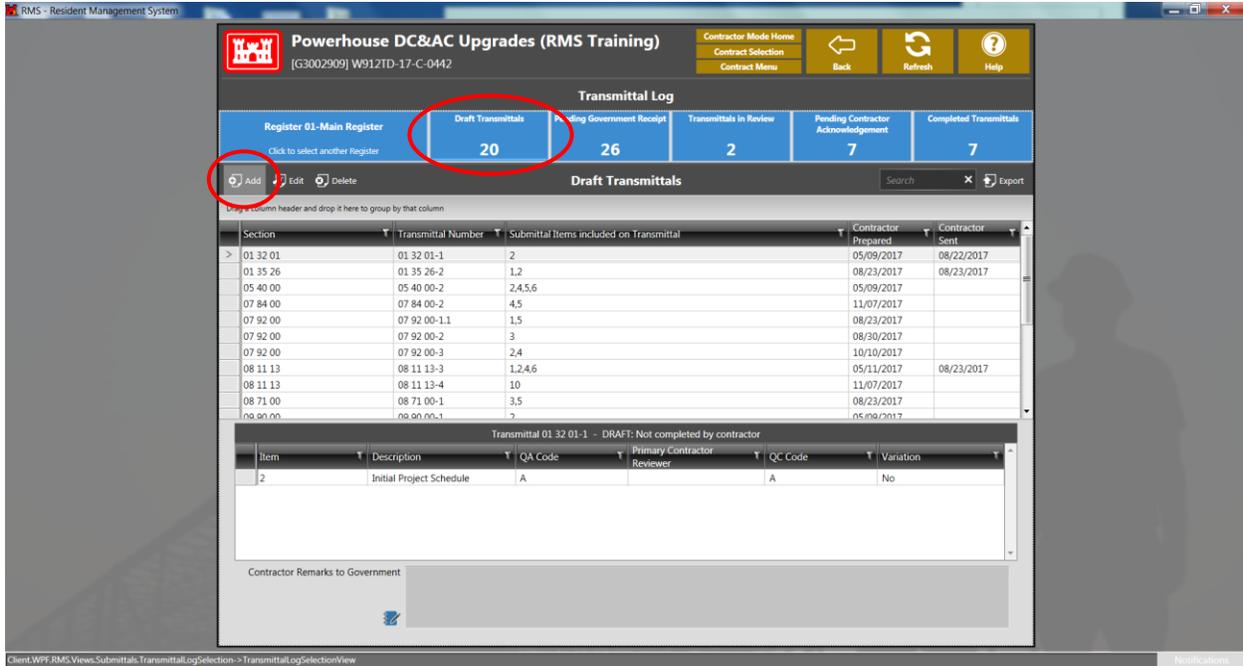
Closeout Submittals Section 01 78 23			
Spec Paragraph	Submittal Description	Type of Submittal	Classification
01 78 23	Preliminary O&M - Mechanical - Plumbing	Closeout	GA
01 78 23	Preliminary O&M - Mechanical - HVAC	Closeout	GA
01 78 23	Preliminary O&M - Mechanical - DDC	Closeout	GA
01 78 23	Preliminary O&M - Mechanical - Fire Protection	Closeout	GA
01 78 23	Preliminary O&M - Electrical - Interior	Closeout	GA
01 78 23	Preliminary O&M - Electrical - Exterior	Closeout	GA
01 78 23	Preliminary O&M - Electrical - Fire Alarm	Closeout	GA
01 78 23	Preliminary O&M - Electrical - Communication	Closeout	GA
01 78 23	Preliminary O&M - Electrical - IDS	Closeout	GA
01 78 23	Preliminary O&M - Architectural - Irrigation	Closeout	GA
01 78 23	Preliminary O&M - Architectural - Elevator	Closeout	GA
01 78 23	Final O&M - Mechanical - Plumbing	Closeout	GA
01 78 23	Final O&M - Mechanical - HVAC	Closeout	GA
01 78 23	Final O&M - Mechanical - DDC	Closeout	GA
01 78 23	Final O&M - Mechanical - Fire Protection	Closeout	GA
01 78 23	Final O&M - Electrical - Interior	Closeout	GA
01 78 23	Final O&M - Electrical - Exterior	Closeout	GA
01 78 23	Final O&M - Electrical - Fire Alarm	Closeout	GA
01 78 23	Final O&M - Electrical - Communication	Closeout	GA
01 78 23	Final O&M - Electrical - IDS	Closeout	GA
01 78 23	Final O&M - Architectural - Irrigation	Closeout	GA
01 78 23	Final O&M - Architectural - Elevator	Closeout	GA



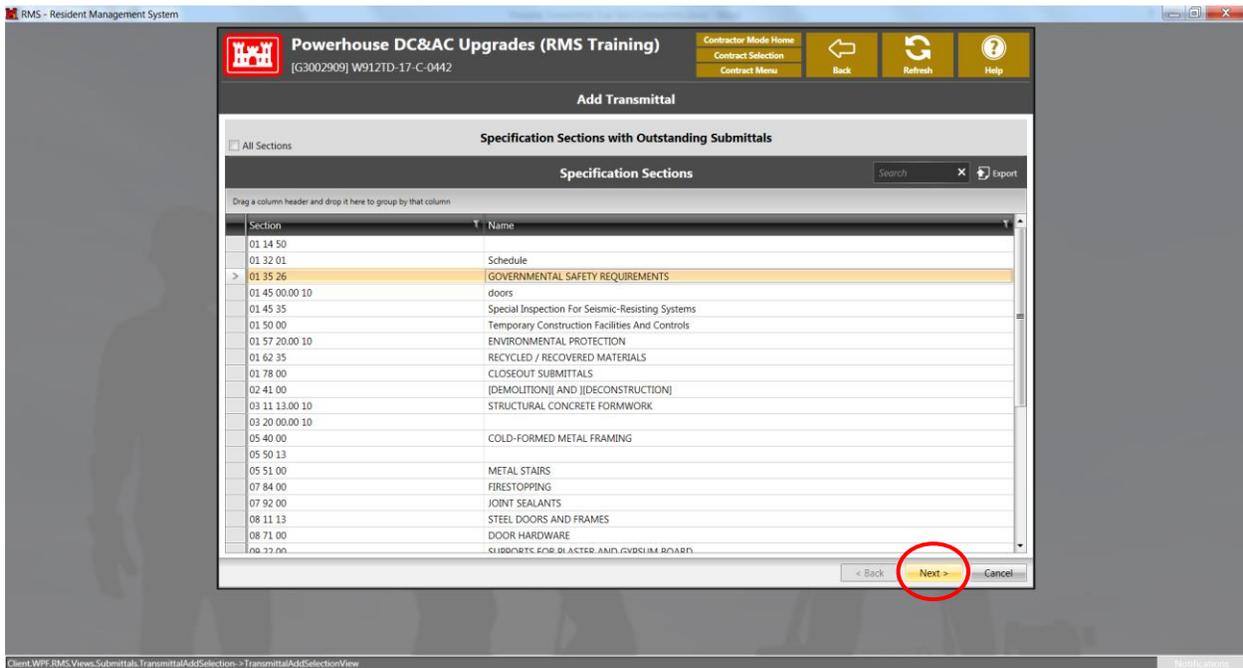
## Appendix A PREPARING A SUBMITTAL PACKAGE

### Date: 6MAR19

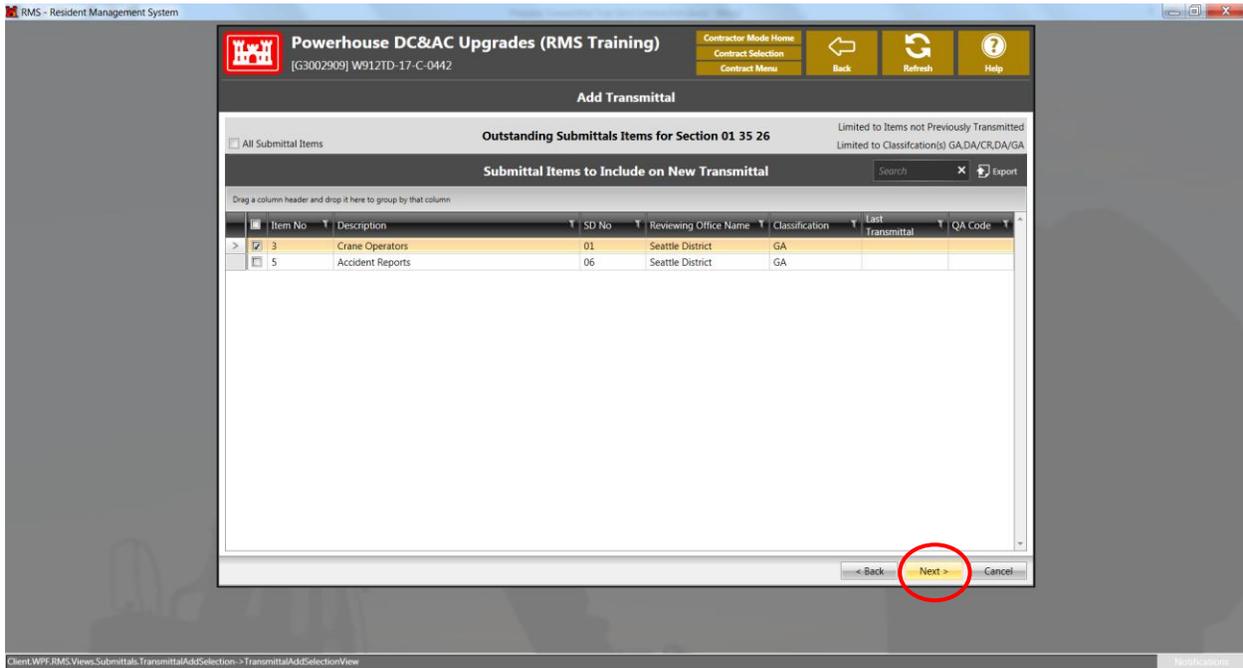
1. From the Draft Transmittals container, click the Add button.



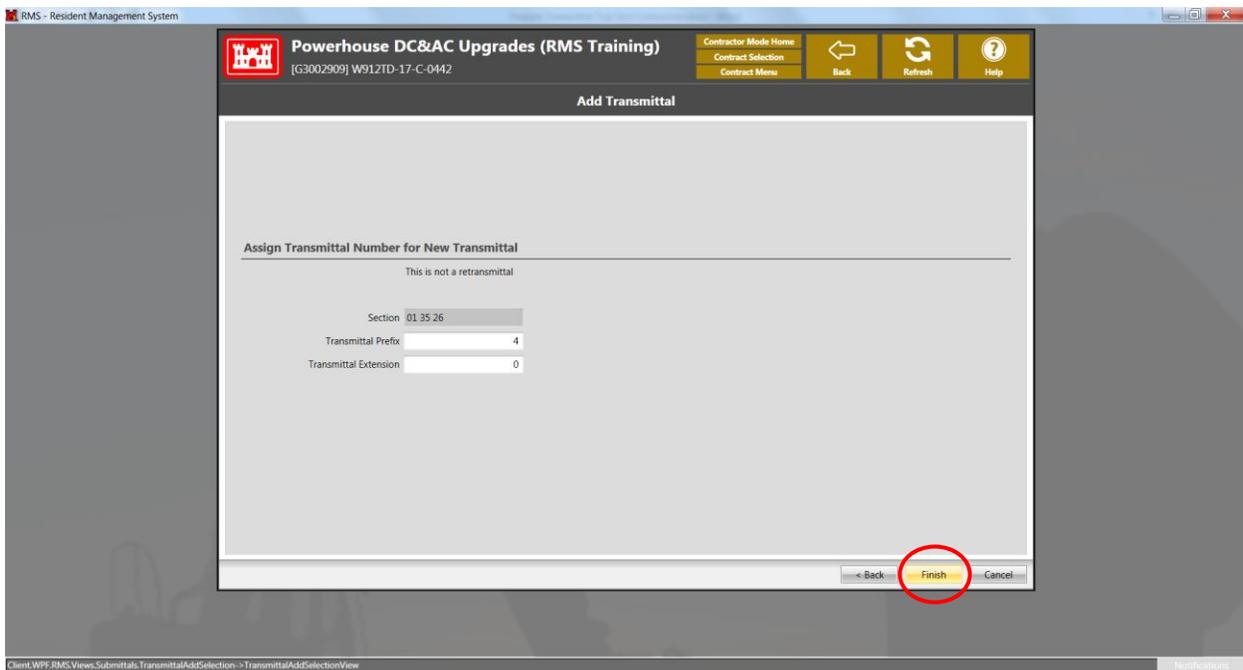
2. Click once to highlight the Specification Section the transmittal is for and click the Next button.



3. Click once to select the line item(s) the transmittal is for and click the Next button.



4. Click the Finish button and then double-click on the submittal.



5. Click the Attachments button.

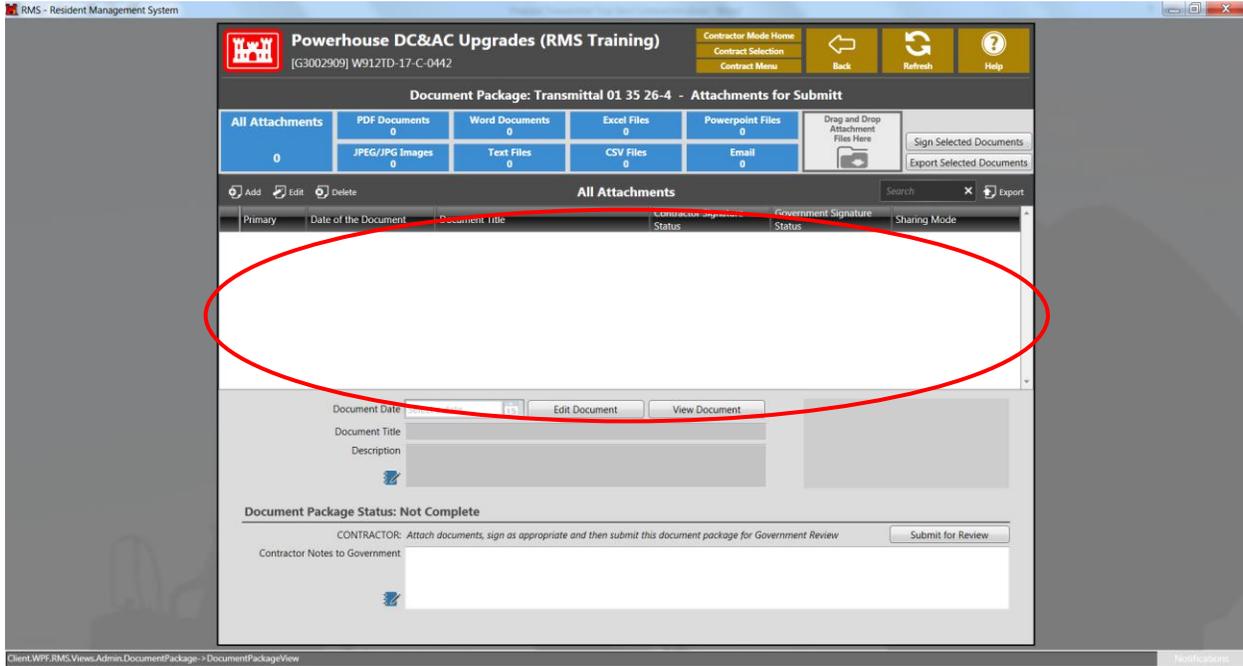
The screenshot shows the 'Powerhouse DC&AC Upgrades (RMS Training)' interface. At the top, it displays 'Transmittal 01 35 26-4' and 'Date Prepared 11/7/2017'. Below this is a table titled 'Submittal Items Included on this Transmittal' with columns for Item, Description, Primary Reviewer, No. of Copies, Classification, QC Code, Variation, QA Code, and Attachments. The first row shows Item 3, Description 'Crane Operators', Primary Reviewer 'Drexler, James', No. of Copies '0', Classification 'GA', and QC Code 'A'. The 'Attachments' column for this row contains a button labeled '0 Attachments', which is circled in red. Below the table, there are sections for 'Contractor Data Entry Completed - Create 4025', 'Transmittal 01 35 26-4' instructions, and 'Document Packages' with 'Add', 'Edit', and 'Delete' buttons. At the bottom, there are sections for 'Contractor / Government Remarks'.

6. Click the Add button.

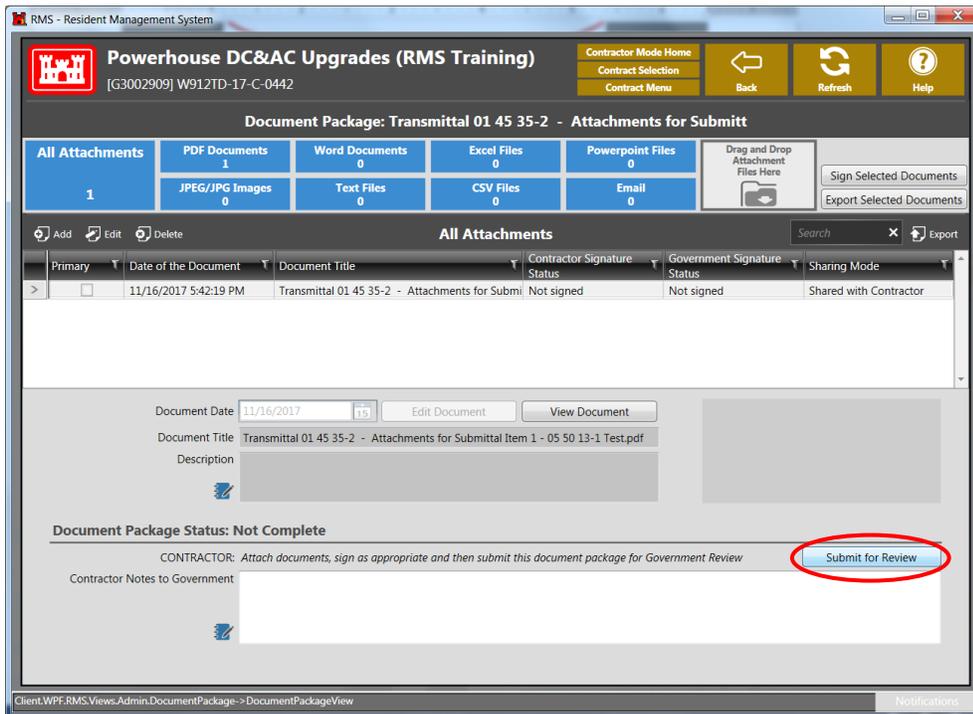
The screenshot shows the 'Powerhouse DC&AC Upgrades (RMS Training)' interface for 'Transmittal 01 35 26-4 - Attachments for Submittal Item 3'. A note at the top states: 'NOTE: These docs are only for Submittal Item 3. Your 4025 should be added to the main transmittal doc package.' Below the note, there are two sections for document packages. The first section is for 'Transmittal 01 35 26-4 - CONTRACTOR' and the second is for 'Transmittal 01 35 26-4 - GOVERNMENT'. Each section has a table with columns for 'Title of Package', 'Package No.', and 'Status'. In the contractor section, the 'Add' button is circled in red. The 'Document Packages' section on the left has 'Add', 'Edit', and 'Delete' buttons.



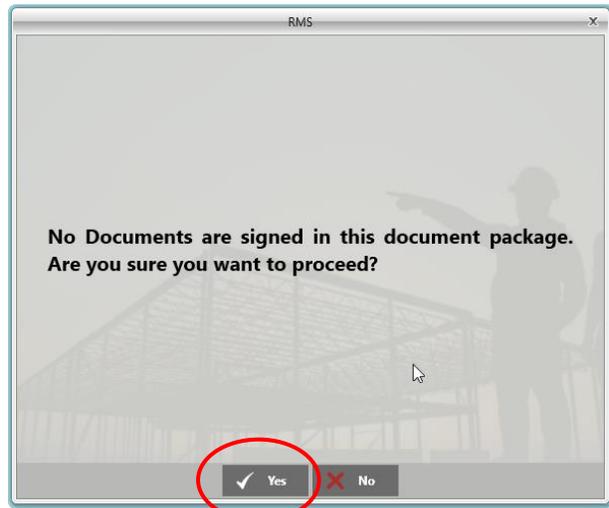
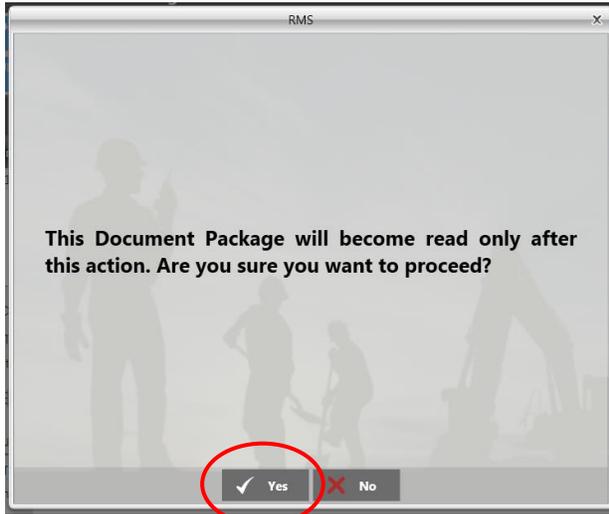
7. Drag and drop all supporting documentation to the attachment area. If attachment is larger than 250MB then break into files less than 250MB.



8. Click the Submit for Review button.



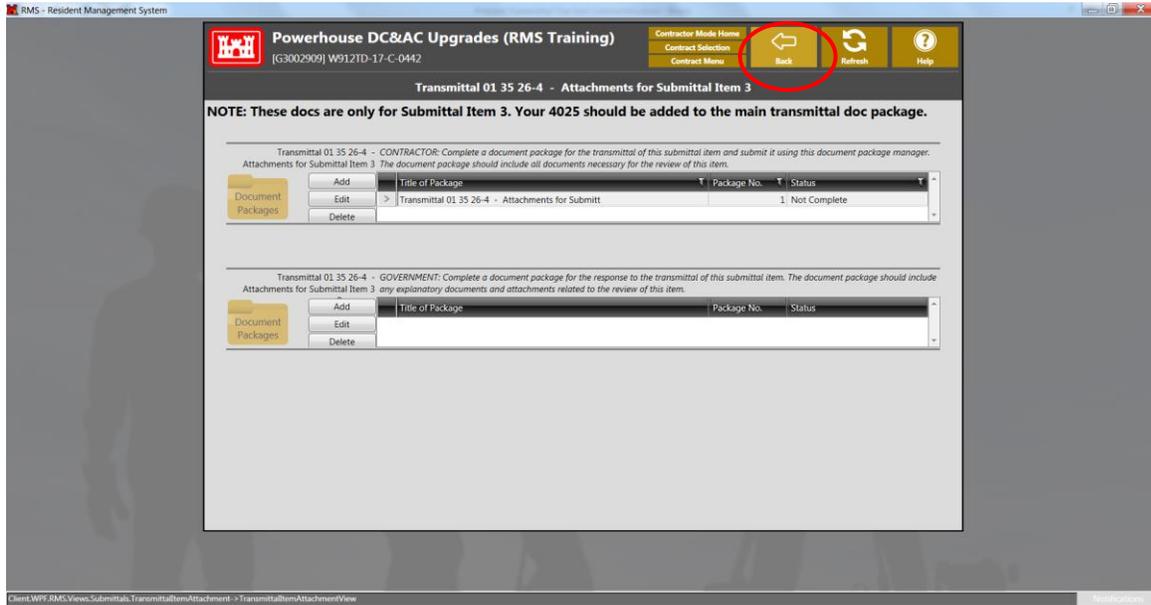
9. Click the Yes button for each popup window.



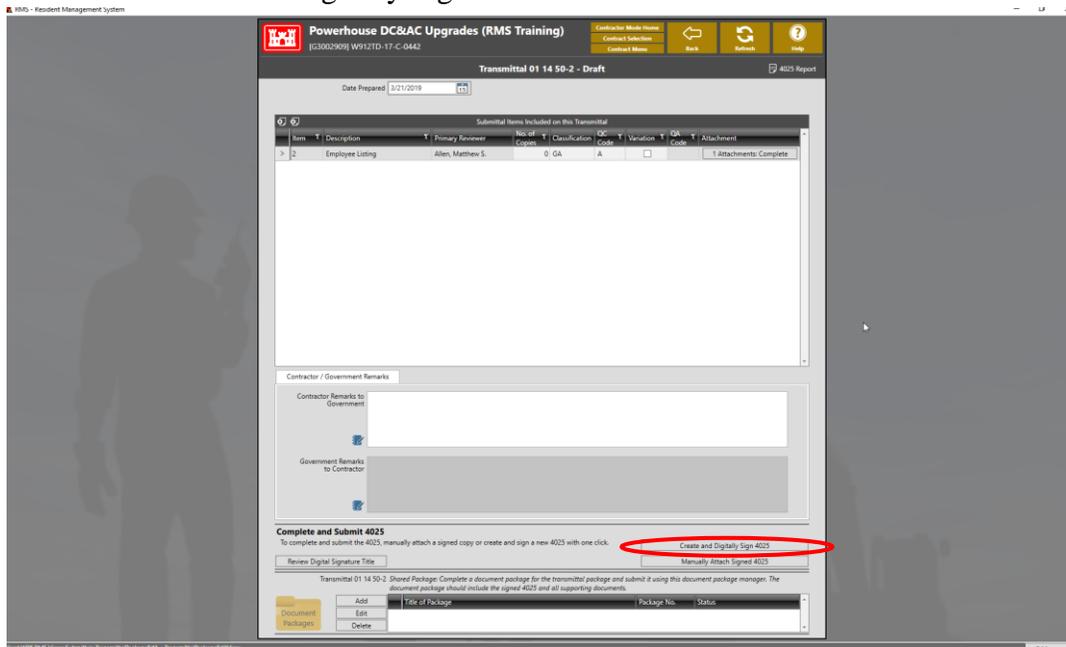
10. Click the Back button.



11. Click the Back button.



12. Click the “Create and Digitally Sign 4025” checkbox.



13. Click the Yes button and then click the Back button to send the submittal to the government.



14. For the first transmittal only, please e-mail a notification message to [JBLMTRANSMITTALS@usace.army.mil](mailto:JBLMTRANSMITTALS@usace.army.mil) that the transmittal is ready for processing. Subject line shall include the complete contract number with Task Order, if applicable, and the complete transmittal number; i.e., 28 31 76-1. In the body of the email, state this is the first transmittal for contract.





## **Chapter 2: Contract Correspondence**

**Seattle District, NWS**

**Last updated: 11 March 2019**



## Chapter 2

### Contract Correspondence

**1. General.** Contract Correspondence is the official communication that occurs between the Government and the Prime Contractor. This chapter will briefly describe how Official Correspondence between the Contractor and US Army Corps of Engineers should be handled.

**2. Responsibility.** The Joint Base Lewis-McChord Area Office of the US Army Corps of Engineers is responsible for the administration and supervision of this contract. With exception of the initial correspondence specifically indicating to return documents directly to the District Office (such as the signed contract), you are requested not to contact or permit suppliers or subcontractors to contact the District Office directly on matters pertaining to the contract. This request is based on a desire to avoid confusion, as any correspondence or telephone calls made to other offices will be referred back to this office.

**3. Serialized Letters.** To help track and provide timely response to your question, the contract requires you to serially number all correspondence addressed to the Contracting Officer or Administrative Contracting Officer (ACO). All correspondence should be routed to the ACO even if addressed to the Contracting Officer (CO).

Utilizing RMS, begin your numbering with Serial Letter S-0001 for letters generated by Site office and H-0001 for letters generated by Home office. If a numbering error is quickly detected, but your letter is “in the mail,” call the ACO, explain the mix up, and ask that the correct number be annotated upon receipt. If a numbering error is detected after a number of other serial letters have been issued, identification and correction should be made by separate serial letter.

Be sure each serial letter clearly references your contract title, contract number, and subject. Limit each serial letter to one subject.

**4. Letter of Authorization.** Immediately upon receipt of your Notice to Proceed letter, you are requested to provide a Letter of Authorization with the typewritten names and signatures of individuals within your company who are authorized to sign the following documents:

- a. Payment Estimates
- b. Contract Modifications/Claims
- c. ENG Form 4025 (Shop Drawing Submittals)
- d. Receipts for Government-Furnished Property
- e. Payrolls and Other Labor Related Documentation
- f. Serial Letters

**5.** The following documents may be transmitted without a serial letter cover:

- a. Pay Estimates
- b. Modification (Except for Claims)



- c. Shop Drawing Submittals
- d. Contractor Daily Reports

**6. Addresses.** All correspondence shall be addressed as follows:

(Applicable Resident Office)  
USACE Seattle  
PO Box 610  
Dupont, WA 98327

For Federal Express or UPS shipments please use the following address:

USACE, JBLM Area Office  
N.4<sup>th</sup> & Pendleton  
BLDG 2015, 3<sup>rd</sup> Floor  
JBLM, WA 98433

Enclosures

None





## **Chapter 3: Project Schedule**

**Seattle District, NWS**

**Last updated: 11 March 2019**



## Chapter 3

### Project Schedule

**1. General.** Please be cognizant of the following Contract Clauses that may be part of the award documents:

- a. FAR 52-236-15, “SCHEDULES FOR CONSTRUCTION CONTRACTS”
- b. ER 415-1-15 31 OCT 89, “TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER,” providing monthly anticipated adverse weather.
- c. Technical Specification 01 32 01.00 10, “PROJECT SCHEDULE,” (or similar section), providing project schedule detailed requirements and submittal requirements.
- d. Technical Specification 01 33 00, “SUBMITTAL PROCEDURES,” (or similar section), providing durations for reviews and information on allowable submittal pricing.
- e. Other Contract Clauses, Special Clauses, or Technical Specifications that provide further guidance regarding schedules and scheduling.

**2. Computer-Generated Schedules.** Submit the preliminary project schedule (PPS) for approval within the specified time period after contractor Notice to Proceed (NTP) acknowledgement. The PPS covers initial work phases for the first 90 calendar days of the project. Following the PPS, submit the Initial Project Schedule (IPS) for approval. The IPS covers the entire project with appropriate detail. Please review Technical Section 01 32 01.00 10 for specific instructions on preparing schedules. The following tips provide general guidelines for preparing and maintaining an acceptable and successful schedules:

**a. Compliance with Contract Requirements.** Fig. 3-1 “Primavera P6 – USACE Mandatory Requirements” provides computer software settings and cost loading best practices. These Requirements allow for contract compliance and successful Standard Data Exchange Format (SDEF) file import into the Resident Management System (RMS). Fig. 3-2 “Initial Project Schedule Development Worksheet for General Contractors” provides an outline of the required data to meet the technical requirements of the contract.

**b. Standard Data Exchange Format (SDEF).** Use of scheduling software able to export SDEF files without the use of third-party plug-ins or components is mandated. This ensures compatibility with other Government systems including RMS. Not all commercial programs produce SDEF files. Be advised, Microsoft Project does not support SDEF.

**c. Bid Items/Contract Line Items (CLIN’s).** Be extremely cognizant of contractually-mandated activity codes. Individual activity costing must tie-to and add-up-to the corresponding CLIN’s. CLIN total costs must equal bid schedule amounts.

**d. Weather.** Technical Section 00 73 00 includes anticipated monthly severe weather days under “Time Extensions for Unusually Severe Weather.” Technical Section 01 32 01.00 requires the use of weather calendars. Only critical activities with correctly attributed weather calendars will be considered for adverse weather-related time extensions.

**e. Shop Drawings.** Include submittal activities for critical delivery items in the schedule. Include mail time plus full Government review time (usually 30 days) and anticipate re-submittal time for typically difficult shop drawings, such as structural steel and precast concrete.



**f. Commissioning.** Include all activities related to commissioning. Include mail time plus full Government review time (usually 30 days) and adequate time for commissioning tasks and proper coordination. Figure 3-3 provides mandatory commissioning tasks.

**Front Loading versus End-of-Job Activities.** Do not front load costs. Each contract contains specific requirements for the cost-loading of closeout activities including As-built drawings, O&M Manuals, and Correction of Government Punch-list.

**g. Payment.** Submit an updated schedule with each pay request until the Government substantially accepts the project. Include all specified products including narratives and reports. Failure to submit schedule updates may result in the Contracting Officer holding retainage up to the amount allowed by contract.

**h. Cost Loading.** Cost loading may only be applied to deliverables of intrinsic value provided to the Government. For long-lead procurement items expected to be store on site, establish a pay activity for delivery, separate from installation.

**i. Proposed Contract Modifications.** Contract modifications may cause time impacts to projects. If requested, provide a modified project schedule illustrating the impacts with each modification proposal. As part of the modification package, include a narrative explaining the schedule changes and justifications. Explain the impacts. Update the project schedule only after receipt of a signed modification. Time extension may be granted only for modifications extending the critical path. Refer to ACEi Recommended Practices 52R-06 and 29R-03 for guidance on submitting contract-compliant time extension requests.

**j. Periodic Schedule Update Meetings.** Section 01 32 01.00 10 requires the Contractor's Project Manager and Authorized Scheduler to hold a periodic meeting with the Contracting Officer's Representative (COR), to review all proposed schedule revisions and impacts. The schedule update meeting shall be held at least monthly, within 5 days of the data date. A rough draft of the proposed activity logic corrections and a narrative report shall be provided to the Government 48 hours in advance of the meeting. Submit a complete update of the project schedule containing all approved progress, revisions, and adjustments no later than 4 working days after the periodic schedule update meeting.

Enclosures

Figure 3-1 Primavera P6 – USACE Mandatory Requirements

Figure 3-2 Initial Project Schedule Development Worksheet for General Contractors

Figure 3-3 Commissioning





# **Primavera P6 – USACE Mandatory Requirements**

## Table of Contents

*How to verify the Primavera P6 – USACE Mandatory Requirements are met in the Project Schedule:*

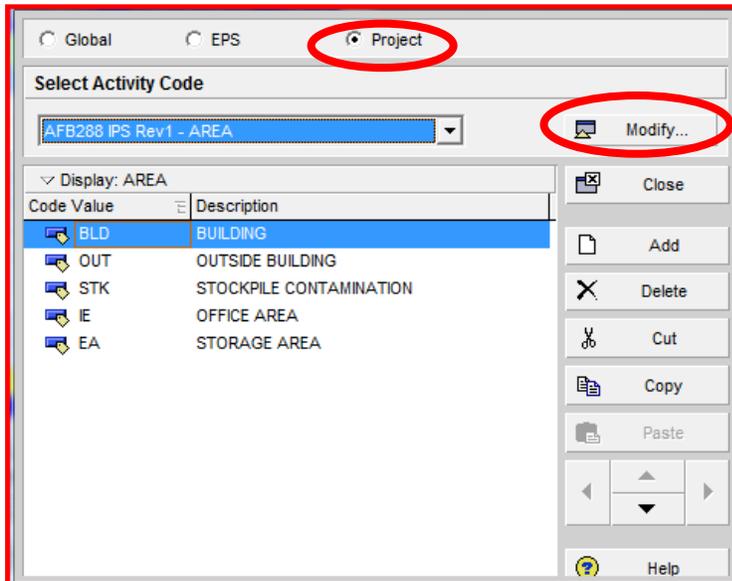
#1	Activity Codes are Project Level .....	2
#2	Calendars are Project Level .....	3
#3	Duration Types set to “Fixed Duration & Units” .....	5
#4	Percent Complete Types set to “Physical” .....	7
#5	Time Period Preferences set to Default <small>(8 hr/Day, 40 hr/week, 172 hr/month, 2000 hr/year)</small> .....	9
#6	Critical Activities defined as “Longest Path” .....	10
#7	Schedule Option set to Retained Logic .....	11
#8	Schedule Cost Loaded using Lump Sum Resource .....	12
#9	Activity ID values do not exceed 10 characters .....	13
#10	Activity Names defined within 30 characters .....	14

## #1 Activity Codes are Project Level

Projects should only contain Project Level Activity Codes and not Global Level or EPS Level.

### Steps:

1. Open the Project.
2. From the Menu bar, click *Enterprise*.
3. Click *Activity Codes*.
4. Click on the *Project* radial button at the top.

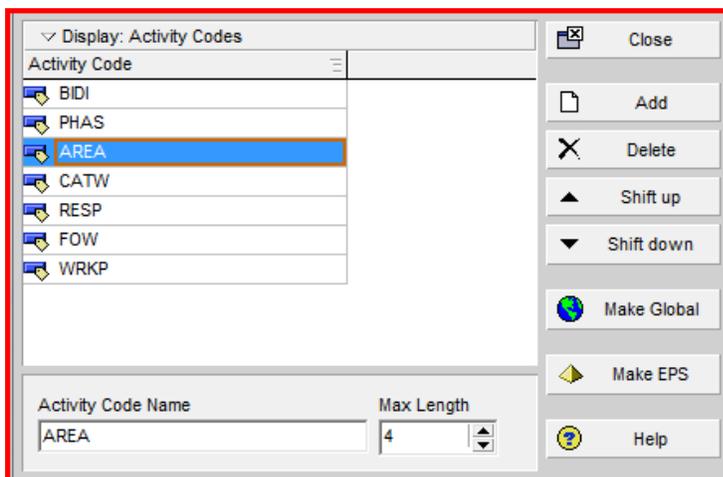


### Why the Requirement?

Global Activity Codes with identical names (as required by contract) can overwrite code values and corrupt other projects/schedules.

*Recommendation: Create and use a separate production Database in P6 to verify the Activity Codes & Calendars are Project level before importing into the EPS.*

5. Click *Modify* to view the created Project Level Activity Codes.



### Note:

Activity Code Names and Lengths may be verified in this view to ensure they match the Standard Activity Coding Dictionary (SDEF) as required by contract. The structure is mandatory.

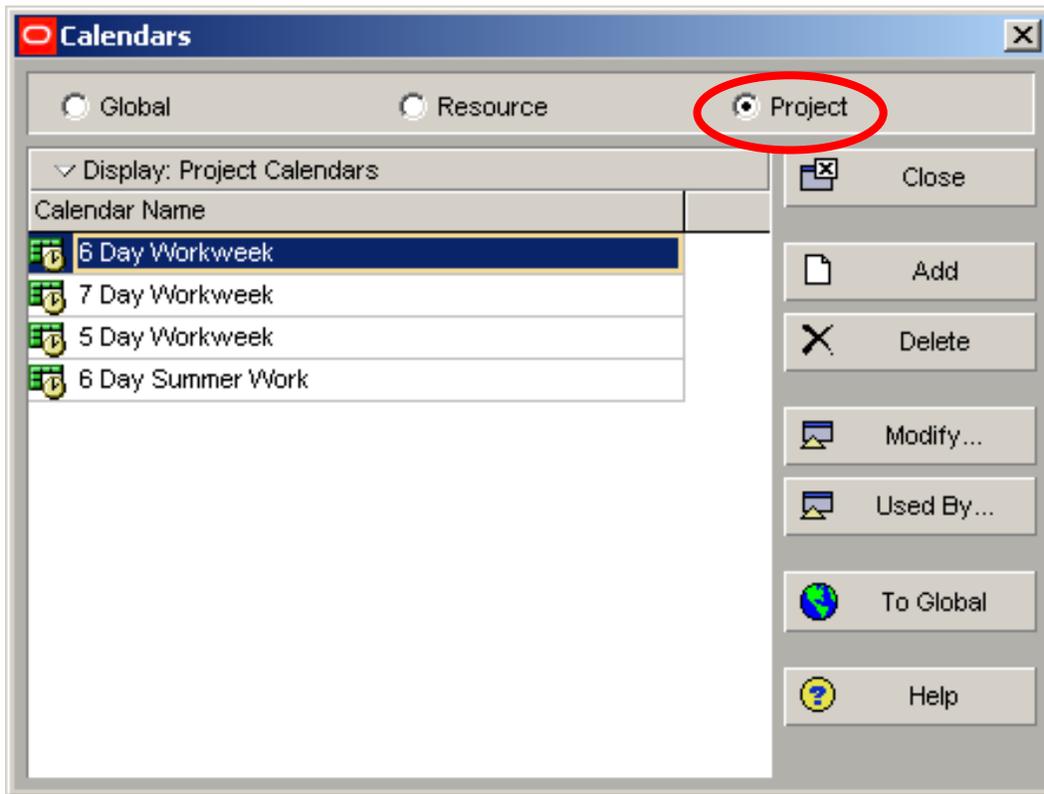
6. Confirm all required Activity Code names are created and “Max Length” is developed as defined in the contract requirements - Standard Data Exchange Format (SDEF).

## #2 Calendars are Project Level

Only Project Level Calendars should be used on Projects. No Activity should be assigned to a Global Level Calendar.

### Steps:

1. Open the Project.
2. From the Menu bar click, *Enterprise*.
3. Click *Calendars*.
4. Click the *Project* radial button at the top.
5. Confirm Project Level Calendars have been created.



#### Why the Requirement?

Global Calendars with named the same will overwrite previously imported Calendars for other Projects thus corrupting data in the EPS database.

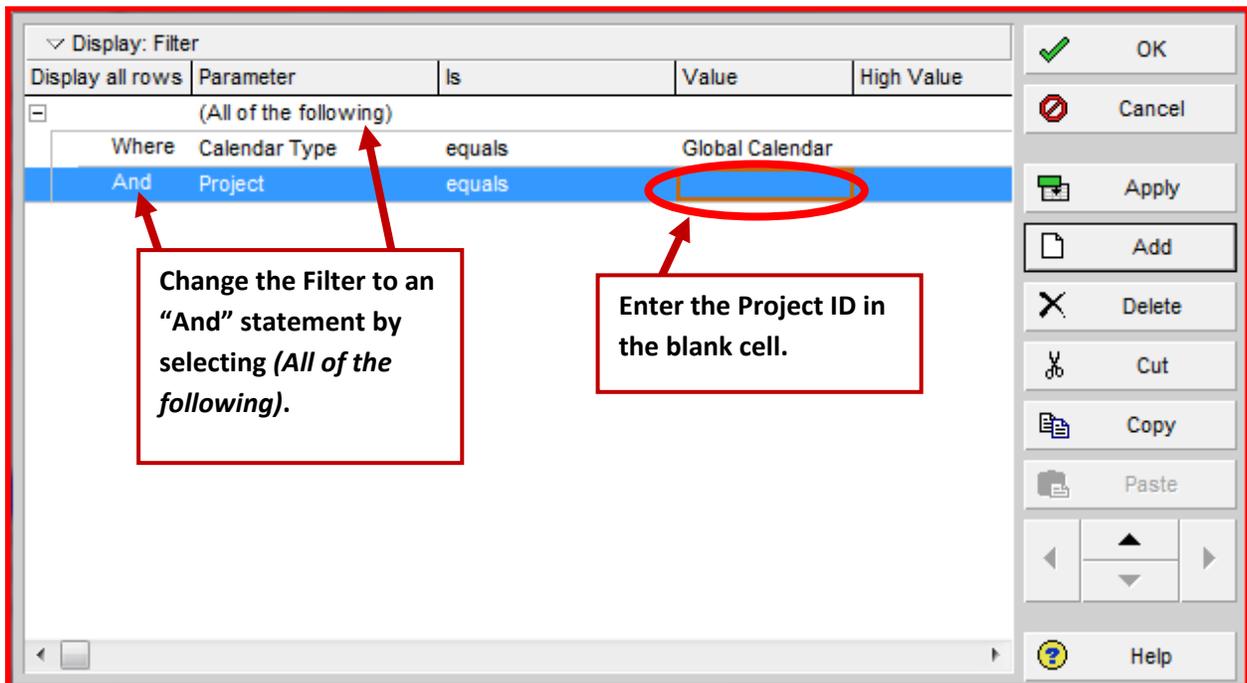
**Note:** Calendars should NOT have "Inherit holidays and exceptions from Global Calendar". This selection should be set to 'none'.

## #2 Calendars are Project Level – Alternative Approach

An **alternative approach** is to create a report that identifies any Global Level Calendars assigned to the project.

### General Steps:

1. Go to the *Reports* window.
2. Add a new report.
3. Choose the subject area *Calendars*.
4. Add the following filter:



The report will only display Global Level Calendars that are assigned to the Project identified in the filter. If the report appears empty, the project does not contain Global Level Calendars, and is acceptable.

### #3 Duration Types set to “Fixed Duration & Units”

Each Activity can have a different Duration Type within a Project. Verify the Default Duration Type for the project is “Fixed Duration and Units” and all activities within the Project are “Fixed Duration & Units”.

#### Steps:

1. Open the Project
2. Navigate to the *Projects* window.
3. Highlight the project.
4. Click on the *Defaults* tab.
5. Verify the Duration Type is “Fixed Duration & Units”.

The screenshot shows the 'Defaults for New Activities' dialog box in Primavera P6. The 'Defaults' tab is selected and circled in red. The 'Duration Type' dropdown is set to 'Fixed Duration & Units' and is also circled in red. Other settings include 'Percent Complete Type' set to 'Physical' and 'Activity Type' set to 'Task Dependent'. The 'Auto-numbering Defaults' section shows 'Activity ID Prefix' as 'A', 'Activity ID Suffix' as '1000', and 'Increment' as an empty field. A checkbox for 'Increment Activity ID based on selected activity' is checked.

#### Why the Requirement?

Duration Types can alter the duration of activities when Resource assignments are changed. “Fixed Duration & Units” will maintain the duration of the Activity.

**Note:** Milestone activities (e.g. Project Start or NTP, Project Finish or CCD) automatically default to “Fixed Duration and Units/Time”. No issues arise from this application. The Duration Type requirement does not need to apply to Milestones.

### #3 Duration Types set to “Fixed Duration & Units” (continued)

**Steps:**

1. Open the Project
2. Navigate to the Activities window.
3. Add the column *Duration Type* to the Activity Table (Available Options “General”).
4. Verify every Activity is set to “Fixed Duration & Units”

The screenshot shows the 'Activities' window in Primavera P6. The table below lists activities and their duration types. The 'Duration Type' column is circled in red, and the value 'Fixed Duration & Units' for the second row is also circled in red.

Activity ID	Activity Name	Duration Type
1010	Create Preliminary Project Schedule	Fixed Duration & Units
1020	Create Submittal Register	Fixed Duration & Units
1030	Precon & Mutual Understanding Meeting	Fixed Duration & Units
1060	Demo Pavement and Concrete, Concrete anc	Fixed Duration & Units
1070	Clear and Excavate Building Site	Fixed Duration & Units
1080	New fill to Bottom of Footings	Fixed Duration & Units
1300	Submit NOI	Fixed Duration & Units
1310	Install SWPPP Materials	Fixed Duration & Units
1315	Maintain SWPPP Materials	Fixed Duration & Units
1330	Secure Excavation Clearance Request	Fixed Duration & Units
1470	Detail/Submit Structural Steel	Fixed Duration & Units
1480	Detail/Submit HVAC Units	Fixed Duration & Units
1490	COE Approve Structural Steel Shop Dwgs	Fixed Duration & Units
1500	COE Approve Reinforcing Steel Shop Dwgs	Fixed Duration & Units
1510	COE Approve Roof Truss Shop Dwgs	Fixed Duration & Units
1520	COE Approve Blast and Alum Window Materi	Fixed Duration & Units
1530	COE Approve Mech & Elec UG Materials	Fixed Duration & Units
1540	Order/Receive Structural Steel	Fixed Duration & Units

## #4 Percent Complete Types set to “Physical”

Verify the Default Percent Complete Type for the Project is “Physical” and all activities within the Project are “Physical”. The software allows the option for each Activity to have a different Percent Complete Type within a project; however, only one option meets contract requirements.

### Steps:

1. Open the Project
2. Navigate to the *Projects* window.
3. Highlight the Project.
4. Click on the *Defaults* tab.
5. Verify the Percent Complete Type is “Physical”.

The screenshot shows the 'Defaults for New Activities' dialog box in Primavera P6. The 'Defaults' tab is highlighted with a red circle. The 'Percent Complete Type' dropdown menu is set to 'Physical' and is also circled in red. Other settings include 'Duration Type' set to 'Fixed Duration & Units', 'Activity Type' set to 'Task Dependent', 'Activity ID Prefix' set to 'A', 'Activity ID Suffix' set to '1000', and a checked checkbox for 'Increment Activity ID based on selected activity'.

**Why the Requirement?** The “Physical” Percent Complete Type allows the contractor to update the Remaining Duration and the Percent Complete independently as required by contract.

### Note:

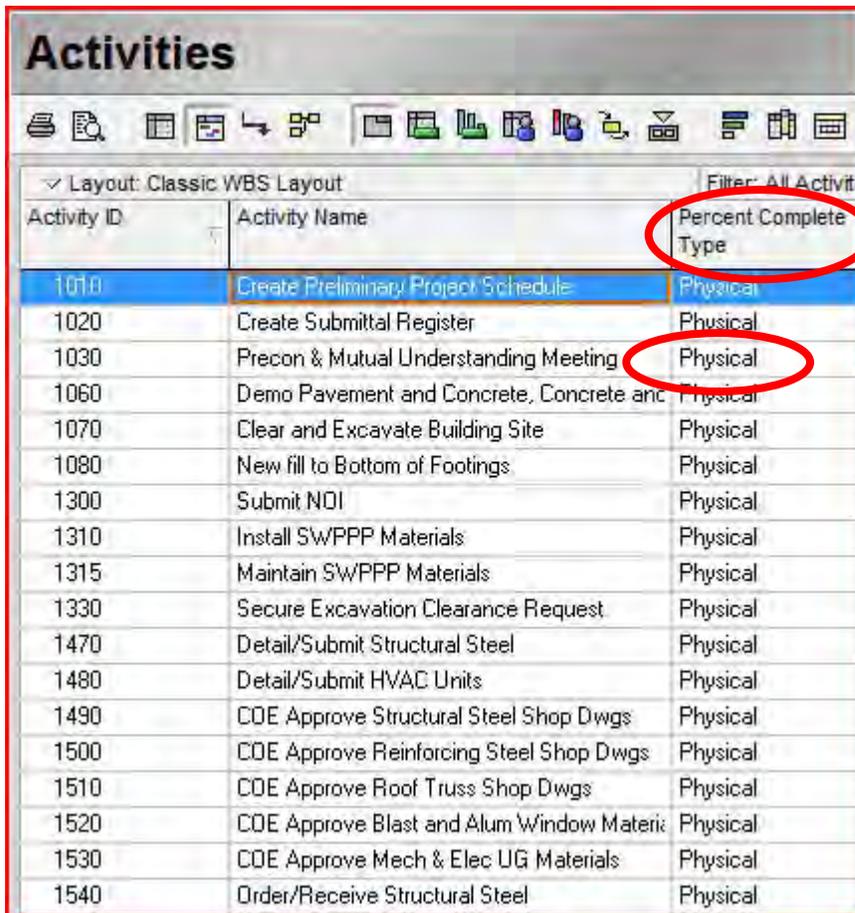
“Duration Percent Complete” automatically calculates the Remaining Duration on an activity in progress and may not show the correct finish date. This may show an unrealistic finish date and skew the successor activity(s) start date.

“Physical Percent Complete” allows the Remaining Duration to be updated to reflect the current planned finish date for the activity. The Percent complete and Remaining Duration work independently of each other.

## #4 Percent Complete Types set to “Physical” (continued)

### Steps:

1. Open the Project
2. Navigate to the Activities window.
3. Add the column *Percent Complete Type* to the Activity Table.
4. Verify every Activity is set to “Physical”.



Activity ID	Activity Name	Percent Complete Type
1010	Create Preliminary Project Schedule	Physical
1020	Create Submittal Register	Physical
1030	Precon & Mutual Understanding Meeting	Physical
1060	Demo Pavement and Concrete, Concrete and	Physical
1070	Clear and Excavate Building Site	Physical
1080	New fill to Bottom of Footings	Physical
1300	Submit NOI	Physical
1310	Install SWPPP Materials	Physical
1315	Maintain SWPPP Materials	Physical
1330	Secure Excavation Clearance Request	Physical
1470	Detail/Submit Structural Steel	Physical
1480	Detail/Submit HVAC Units	Physical
1490	COE Approve Structural Steel Shop Dwgs	Physical
1500	COE Approve Reinforcing Steel Shop Dwgs	Physical
1510	COE Approve Roof Truss Shop Dwgs	Physical
1520	COE Approve Blast and Alum Window Materi	Physical
1530	COE Approve Mech & Elec UG Materials	Physical
1540	Order/Receive Structural Steel	Physical

### Updating the Schedule using Physical % Complete :

Since the Physical % Complete allows the Remaining Duration to be updated and calculate a more realistic finish date for each progressed activity, this also allows more a more realistic projection for Project Completion. The Percent complete and Remaining Duration work independently of each other. Note: Physical % Complete requires additional manual calculations increasing the scheduler's time required for updates and room for error.

## #5 Time Period Preferences are set to Primavera’s Default

(8.0 Hrs/Day, 40.0 Hrs/Week, 172.0 Hrs/Month, and 2000.0 Hrs/Year)

The contractor will need to have their Time Period Preferences set to USACE standards to ensure quality of schedule. Time Period Preferences cannot be confirmed by looking at the Project/Schedule. The reviewer must verify the settings with the contractor to ensure they match USACE settings. Also, Calendars must be checked and Work Hours/Day must be set to 8.0 Hour days.

### Steps:

1. Have the contractor open Primavera and perform the steps.
2. Click on *Admin* from the Menu bar.
3. Click *Admin Preferences*.
4. Click on the *Time Periods* tab
5. Verify the correct settings are used

The screenshot shows the 'Hours per Time Period' section of the Primavera P6 Admin Preferences dialog box. The values are: Hours/Day: 8.0, Hours/Week: 40.0, Hours/Month: 172.0, and Hours/Year: 2000.0. The 'Time Period Abbreviations' section shows input fields for Minutes (n), Hours (h), Days (d), Weeks (w), Months (m), and Years (y). The 'Use assigned calendar to specify the number of work hours for each time period' checkbox is checked.

### Why the

### Requirement?

The Time Period Preferences are **User specific and do not transfer with the schedule files (XERs)**.

If the contractor and Government use different settings, schedule calculations will differ and Dates, Durations and Total Float values will not match. The setting requirement has no correlation to the actual hours/day the contractor works. Durations should be adjusted to reflect the hours/day the contractor plans to work, not the Calendar.

**“A Day is A Day”**

### Additional Checks & Troubleshooting:

1. Troubleshoot P6 v6.1: From Menu select Edit, User Preferences Time Units Hours per Time Period (P6.1): check Hours as listed above.
2. Troubleshoot P6 v7.0: Show hours/minutes next to the start/finish dates. Select Edit, User Preferences, Dates tab. Time section – select radial button for 24 hour, check box “Show minutes”

## #6 Critical Activities defined as “Longest Path”

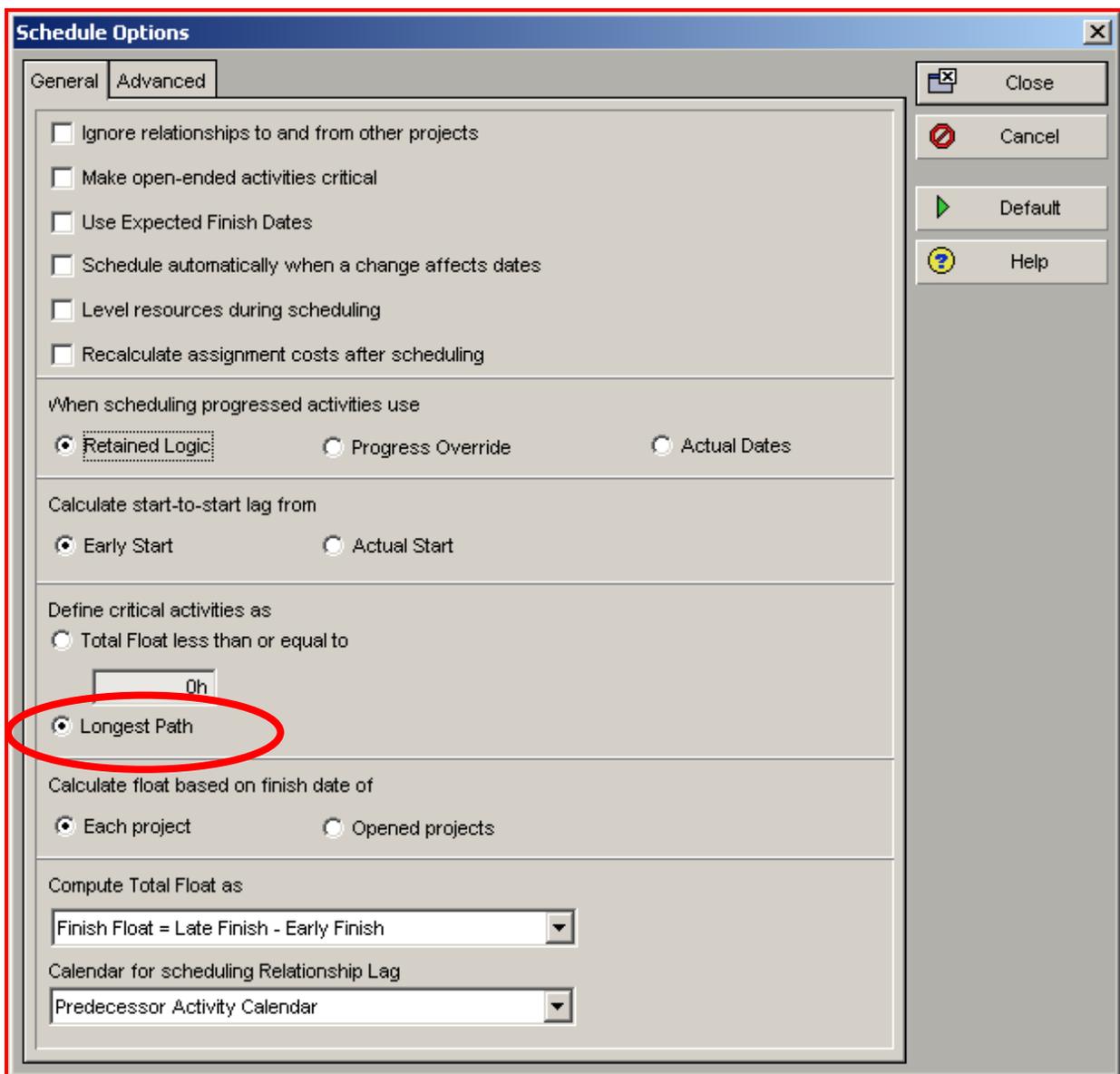
Verify that the critical activities are defined as “Longest Path”. This can be reviewed in two places, either in the Projects window under the Settings tab, or in the Schedule Options. Below are the steps to verify via the Schedule Options.

### Steps:

1. Open the Project
2. From the Menu bar, click *Tools*.
3. Click *Schedule*.
4. Click *Options*, General Tab.
5. Verify critical activities are defined by “*Longest Path*”.

### Why the Requirement?

Critical (red) activities will show as the activities driving the finish date of the project.

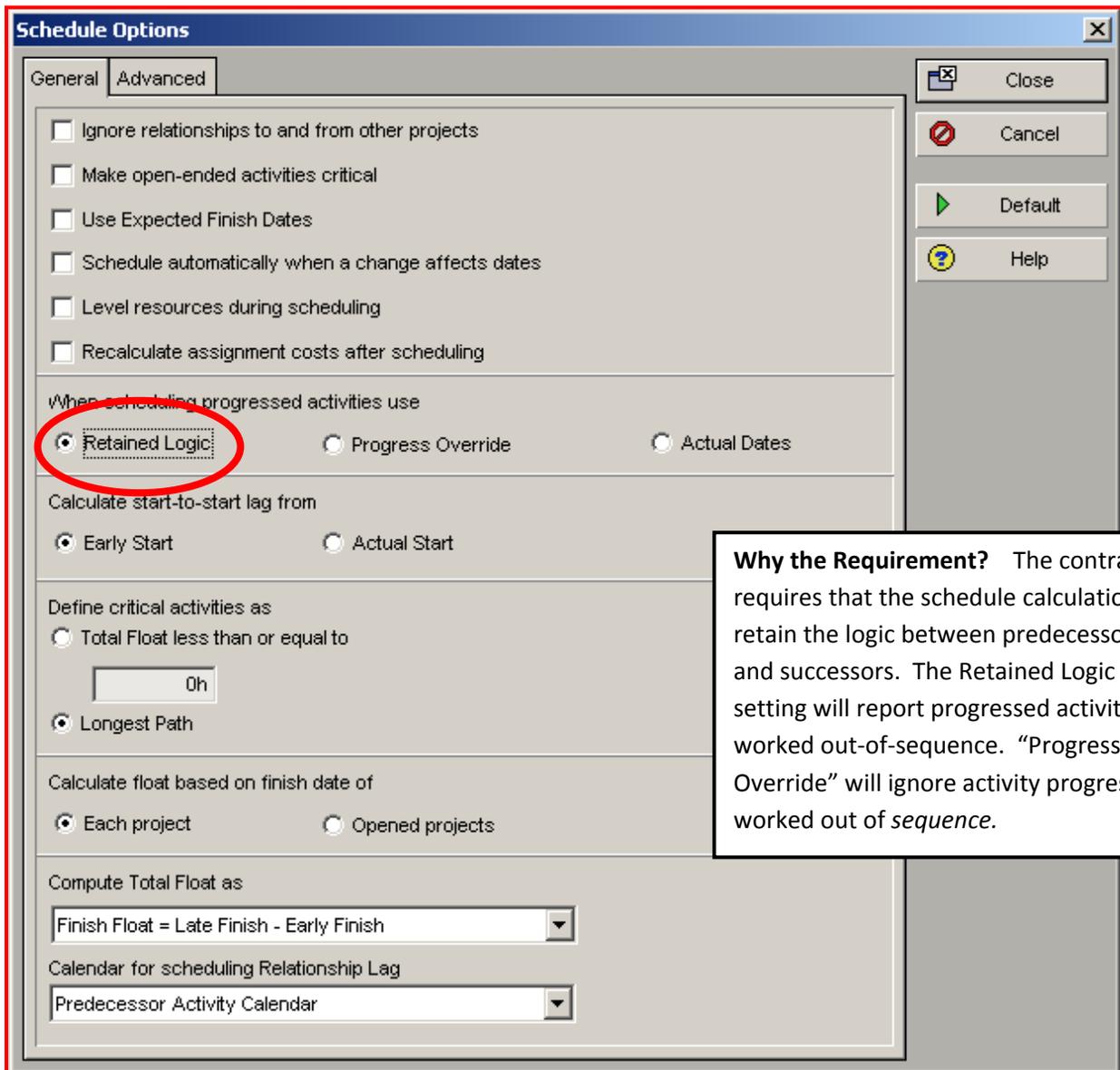


## #7 Schedule Option is set to Retained Logic

The only acceptable scheduling option for “scheduling progressed activities” is *Retained Logic*. This is the Primavera default setting.

### Steps:

1. Open the Project
2. From the Menu bar, click *Tools*.
3. Click *Schedule*.
4. Click *Options*.
5. Verify *Retained Logic* is selected.



The screenshot shows the 'Schedule Options' dialog box with the 'Advanced' tab selected. The 'Retained Logic' radio button is selected and circled in red. The dialog box includes various scheduling options such as 'Ignore relationships to and from other projects', 'Make open-ended activities critical', 'Use Expected Finish Dates', 'Schedule automatically when a change affects dates', 'Level resources during scheduling', and 'Recalculate assignment costs after scheduling'. The 'When scheduling progressed activities use' section has three radio buttons: 'Retained Logic' (selected), 'Progress Override', and 'Actual Dates'. The 'Calculate start-to-start lag from' section has two radio buttons: 'Early Start' (selected) and 'Actual Start'. The 'Define critical activities as' section has two radio buttons: 'Total Float less than or equal to' (with a text box containing '0h') and 'Longest Path' (selected). The 'Calculate float based on finish date of' section has two radio buttons: 'Each project' (selected) and 'Opened projects'. The 'Compute Total Float as' section has a dropdown menu showing 'Finish Float = Late Finish - Early Finish'. The 'Calendar for scheduling Relationship Lag' section has a dropdown menu showing 'Predecessor Activity Calendar'. The dialog box has a 'Close' button, a 'Cancel' button, a 'Default' button, and a 'Help' button.

**Why the Requirement?** The contract requires that the schedule calculations retain the logic between predecessors and successors. The Retained Logic setting will report progressed activities worked out-of-sequence. “Progress Override” will ignore activity progress worked out of *sequence*.

## #8 Schedule Cost Loaded using Lump Sum Labor Resource

Cost will be tracked using a single lump sum resource. The resource will need to have a price/unit of \$1/hr, have the setting “Calculate Cost from Units” and “Auto Compute Actuals” checked, and a default units/time of 8hrs/day.

### Steps:

1. Open the Project
2. Navigate to the *Resources* window.
3. Run the filter, *Current Project’s Resources*:  
View, Filter By, Current Project’s Resources
4. Highlight the lump sum resource, click on the *Details* tab.
5. Verify the resource is *Labor*, *Default units/time = 8h/d*, *Auto Compute Actuals* and *Calculate costs from units* are checked.

The screenshot shows the 'Details' tab of a resource in Primavera P6. The 'Resource Type' section has 'Labor' selected. The 'Profile' section shows 'LUMPSUM - Cal-9' as the calendar, '8h/d' as the default units/time, and both 'Auto Compute Actuals' and 'Calculate costs from units' checked.

6. Click on the *Units & Prices* tab.
7. Verify the *Price/Unit* is \$1/h.

Effective Date	Max Units / Time	Price / Unit
01-Jan-04	0h/d	\$1.00/h

**Why the Requirement?** The lump sum resource allows the contractor to cost load activities as required by contract, and successfully import into QCS/RMS. Also, the lump sum resource allows for the creation of the S-Curve graphic which is part of the submission requirements.

## Primavera P6 – USACE Mandatory Requirements

### #9 Activity ID values do not exceed 10 characters

Activity IDs may not exceed 10 characters. If the Activity IDs exceed 10 characters, the SDEF converter will truncate the first 10 characters.

#### Steps:

1. Open the Project.
2. Navigate to the *Activities* window.
3. Confirm the Activity ID column is visible.
4. Confirm all Activity IDs do not exceed 10 characters.

Activity ID	Activity Name	Original Duration	Remaining Duration	Schedule % Complete
1010	Create Preliminary Project Schedule	11d	11d	0%
1020	Create Submittal Register	12d	12d	0%
10300010125	Pre-con & Mutual Understanding Meeting	1d	1d	0%
1060	Demo Pavement and Concrete, Concrete ar	5d	5d	0%
1070	Clear and Excavate Building Site	6d	6d	0%
1080	New fill to Bottom of Footings	6d	6d	0%
1300	Submit NOI	1d	1d	0%
1310	Install SWPPP Materials	2d	2d	0%
1315456456E	Maintain SWPPP Materials	2d	2d	0%
1330	Secure Excavation Clearance Request	4d	4d	0%
1470	Detail/Submit Structural Steel	48d	48d	0%
1480	Detail/Submit HVAC Units	111d	111d	0%
1490	COE Approve Structural Steel Shop Dwgs	30d	30d	0%
1500	COE Approve Reinforcing Steel Shop Dwgs	30d	30d	0%
1510	COE Approve Roof Truss Shop Dwgs	30d	30d	0%
1520	COE Approve Blast and Alum Window Mater	30d	30d	0%
1530	COE Approve Mech & Elec UG Materials	30d	30d	0%
1540	Order/Receive Structural Steel	30d	30d	0%

#### Why the Requirement?

The SDEF conversion file cuts off Activity IDs after 10 characters.

Duplicate Activity IDs may be created for the Project. RMS will not accept or import duplicate Activity IDs.

**Note:** Manually adjust the Activity ID column width to approximately 11 characters. This will help quickly identify the Activity IDs that contain too many characters.

NOTE: Activity ID length maximum settings can also be verified in Admin Preferences, ID Length tab.

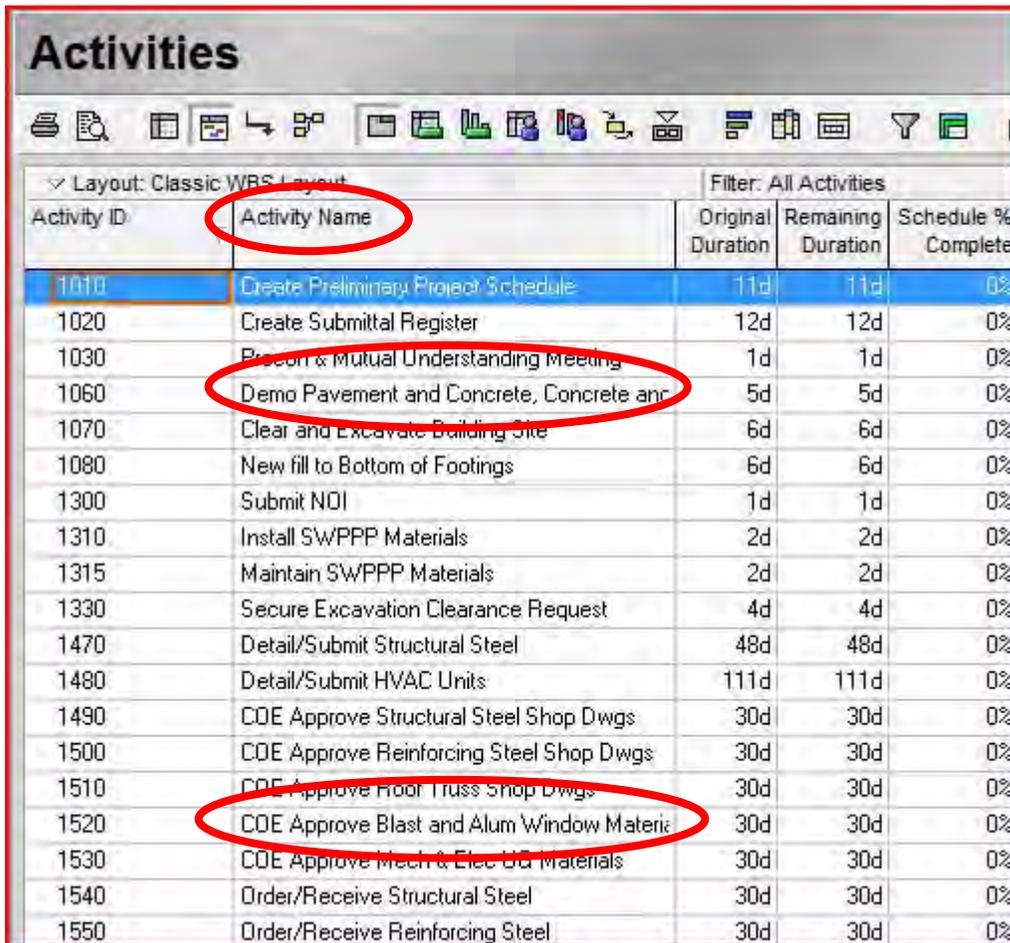
## Primavera P6 – USACE Mandatory Requirements

### #10 Activity Names defined within 30 characters

Activity Names should have the most defining and detailed description within the first 30 characters. If the Activity Names do exceed 30 characters, the SDEF converter will truncate after 30 characters. If the primary Activity Name detail is contained in the first 30 characters, additional characters may be used.

#### Steps:

1. Open the Project.
2. Navigate to the *Activities* window.
3. Confirm the Activity Name column is visible.
4. Confirm all Activity Names do not exceed 30 characters.



Activity ID	Activity Name	Original Duration	Remaining Duration	Schedule % Complete
1010	Create Preliminary Project Schedule	11d	11d	0%
1020	Create Submittal Register	12d	12d	0%
1030	Pre-con & Mutual Understanding Meeting	1d	1d	0%
1060	Demo Pavement and Concrete, Concrete and	5d	5d	0%
1070	Clear and Excavate Building Site	6d	6d	0%
1080	New fill to Bottom of Footings	6d	6d	0%
1300	Submit NOI	1d	1d	0%
1310	Install SWPPP Materials	2d	2d	0%
1315	Maintain SWPPP Materials	2d	2d	0%
1330	Secure Excavation Clearance Request	4d	4d	0%
1470	Detail/Submit Structural Steel	48d	48d	0%
1480	Detail/Submit HVAC Units	111d	111d	0%
1490	CDE Approve Structural Steel Shop Dwgs	30d	30d	0%
1500	CDE Approve Reinforcing Steel Shop Dwgs	30d	30d	0%
1510	CDE Approve Roof Truss Shop Dwgs	30d	30d	0%
1520	CDE Approve Blast and Alum Window Materi	30d	30d	0%
1530	CDE Approve Mech & Elec UD materials	30d	30d	0%
1540	Order/Receive Structural Steel	30d	30d	0%
1550	Order/Receive Reinforcing Steel	30d	30d	0%

#### Why the Requirement?

The SDEF conversion file drops off Activity Names after 30 characters. During the import process to RMS “like” activities will be difficult or impossible to distinguish and may cause confusion especially during the pay estimate process.

**Note:** Manually adjust the Activity Name column width to approximately 31 characters. This will help quickly identify the Activity Names that contain greater than 30 characters.

## Figure 3-2 Initial Project Schedule (IPS) Development General Worksheet for Contractors

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### Contract Documents

1. Project Schedule Tech Spec 01 32 01.00 10
2. Solicitation, Offer & Award SF1442 (Total Contract Value & Bid Items/Clins, Project Duration, Scope, Contractual Dates)
3. Letters: NTP Acknowledgement Letter (NTP = Contractor Acknowledgement Date) & Project Completion Letter (CCD)

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### Contract Data needed for IPS development

1. Notice to Proceed (NTP), Contract Duration, Contract Completion Date (CCD)
2. Other Contractual Dates Defined (Interim or Phased Dates as specifically defined in the contract)
3. Contract Schedule of Values (SOV) \$ for Total Contract and by CLIN/Bid Item
4. Scope, Mandatory Tasks, Critical Dates etc.
5. Specific Submittal Review/Approval durations, Close Out As-built \$ requirements, Commissioning, Design etc.

---

### IPS Submission Requirements

#### CDs (2 ea):

- Electronic Schedule File** in Backup Format (XER or PRX), Unique File Names every file
- Opened / Imported Successfully

#### Hard Copies (2 ea):

- Narrative Report** (Description of Activities on the 2 most Critical Paths, Problem Areas or Delaying factors or Impacts & Corrective Action)
- Network Diagram / Schedule**
- Activity Report** (sorted by Activity ID)
- Logic Report** (Predecessor & Successor Listing in ascending order by Activity ID)
- Total Float Report** (Incomplete Activities Listed by TF in ascending order of ES)
- Earnings Report** (Act ID, Activity Description, Original Budget \$, Qty to Date, %Complete based on cost, Earnings to Date)
- S-Curves** (Projected early and late earnings and earnings to date)
- Subcontract Value Report** (\$ Value by Subcontract) – submitted as attachment (same as information required for input into QCS/RMS)

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### General Schedule Review

1. **Data Date** – Equals the NTP date and the schedule has no Progress
2. **NTP Milestone** - Equal to contract NTP acknowledgement date with a Early Start (Start on or After) Constraint
3. **CCD Milestone** - Equal to the contract CCD with a Late Finish (Finish on or Before) Constraint.
4. **Other Contractual Dates** – Only NTP & CCD constraints allowed unless interim dates defined in contract.
5. **Mechanics** - Retained Logic (not Progress Override), Remaining Duration & % Complete Not Linked
6. **Critical Activities** defined as Longest Path, passes common sense test
7. **Logic** - No Open Ends, No Out-of-Sequence Logic (Run Schedule Report!)
8. **Mandatory Tasks** - Submission & Approval: Design Pkgs, Permits, TAB, Testing, As-builts/LEED, O&Ms, Commissioning, Prefinal, Punchlists, Final Inspections etc.
9. **Preconstruction Submittal & Review/Approval Activities** - Health & Safety, Accident Prevention, Traffic Control, Environmental, Sampling & Analysis, SWPPP, IPS, QC, Site, Temp Utilities
10. **Descriptions** - Activity Descriptions are all Unique and adequately describe work scope detail
11. **Level of Detail** – Number of activities reasonable to define & control work
12. **Durations** - Reasonable length, no excessive durations, realistic to perform & progress work
13. **Lags** - No Negative Lags, No excessive Lags (must be real and not to force logic)
14. **Materials** - Activities (Long Lead, Procurement, Fab/Deliver, address Stored Materials vs. install activities)
15. **Calendars** – realistic, use for seasonal restrictions, holidays (P6 develop as “Project” Calendars not Global)
16. **Activity Coding** – Use structure defined in the Standard Data Exchange Format (SDEF).  
(P6: develop as “Project” Activity Codes not Global)

WRKP	Workers Per Day	(Length = 3)	BIDI	Bid Item (CLIN)	(Length 6)
RESP	Responsible Party	(Length = 4)	PHAS	Phase of Work	(Length 2)
AREA	Area of Work	(Length = 4)	CATW	Category of Work	(Length 1)
MODF	Modification Number	(Length = 6)	FOW	Feature of Work	(Length 10+)
17. **Schedule of Values / Budgets** – The Total Contract \$ & IPS \$ must match including each BIDI/Clin, Values reasonable, not too much scope on one activity, OH/markup equitably spread. Close Out Activities have & contract req. Not front end loaded. (Summary Report by BIDI to check \$ match contract values & BIDI/Clins)
18. **Additional Primavera P6 USACE Requirements** (see reference material and/or Tech Spec Addendum)

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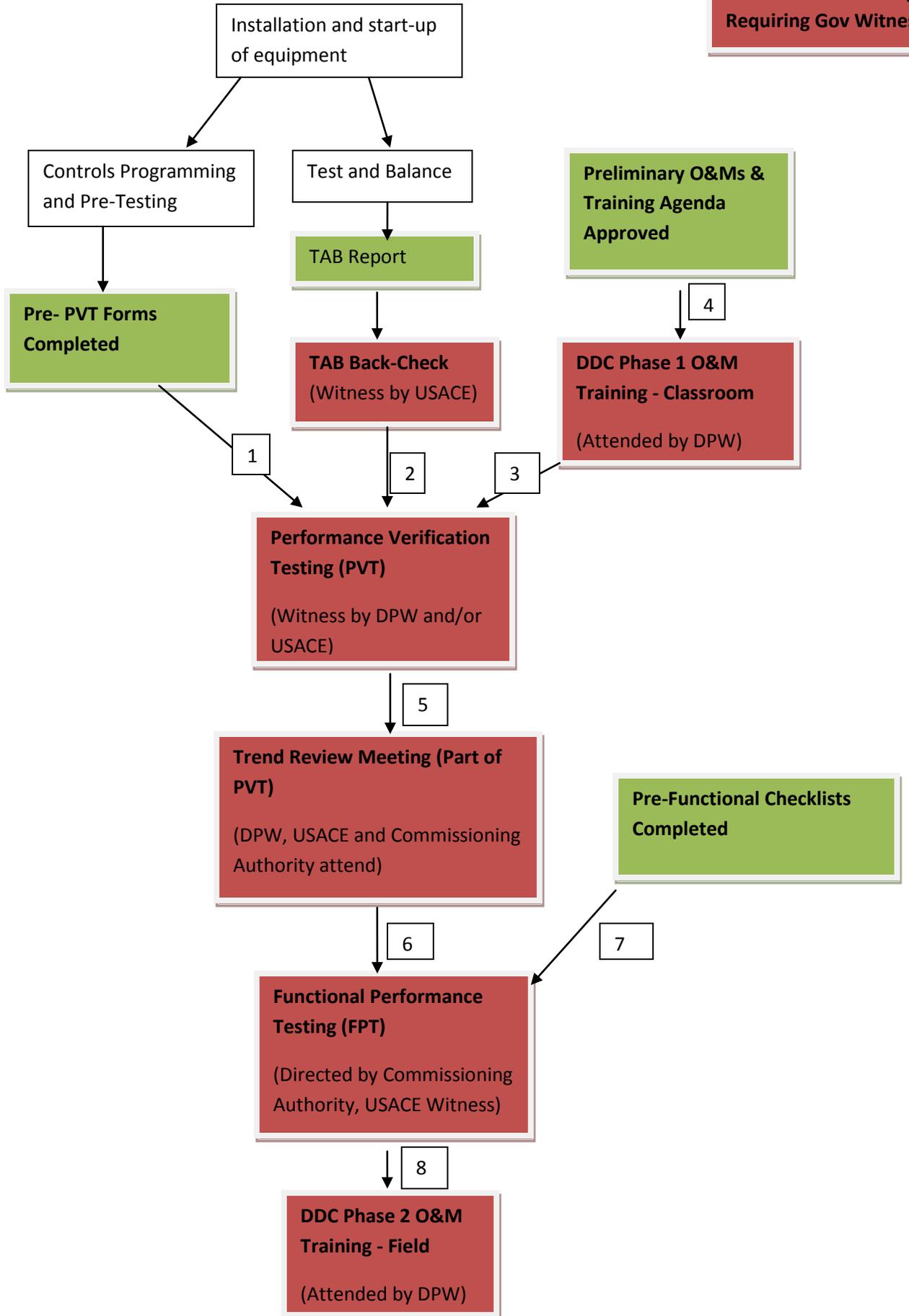
*Note: This Worksheet is intended for general reference only and should not be considered all inclusive of contract requirements.*

Figure 3-3

**Commissioning Scheduling Requirements**

Green Indicates KTR  
Required Submittal

Red Indicates Activity  
Requiring Gov Witness



## Contract Requirements From JBLM Design Standards

1) 23 09 23, paragraph 3.3 FIELD QUALITY CONTROL TESTS:

Before scheduling the performance verification test, furnish field test documentation and written Certified Statement of Field Test Completion to the Contracting Officer for approval. The statement, certified by the DDC system provider, states that the installed system has been calibrated, tested, and is ready for the performance verification test. Do not start the performance verification test prior to receiving written permission from the Government.

2) 23 09 23, paragraph 3.3.4 Performance Verification Tests:

...Balancing shall be complete prior to commencing Performance Verification Tests...

Specification 23 05 93 Test and Balance requires the Tab Report and the Field acceptance tests (TAB Back Check ) UFGS specification paragraph 3.4.11 Tab back check is to compare random selection of data with the TAB report readings.

3) 23 09 23, paragraph 3.4.1 DDC Training Phase I:

The first class shall be taught for a period of 1 training day at least 2 weeks\* prior to the scheduled Performance Verification Test...\*\*

(\*Holding Phase I training closer to PVT is usually acceptable)

\*\*Specification section 01 14 10 paragraph 1.7 requires notification to DPW for testing and training .Specification has been noted to indicate a three week advanced notification; DPW itself requires a two week advance notification.

Paragraph 1.9 requires audio/video recording of all training

4) 23 09 23, paragraph 3.4 TRAINING:

Submit a training course schedule, syllabus, and training materials 14 days prior to the start of training. Furnish a qualified instructor to conduct training courses for designated personnel in the maintenance and operation of the HVAC and DDC system. Orient training to the specific system being installed under this contract. Use operation and maintenance manual as the primary instructional aid in Contractor provided activity personnel training...

5) a. 23 09 23, paragraph 3.3.4.2 Control Loop Stability and Accuracy:

Furnish the Government graphed trends of control loops to demonstrate the control loop is stable and that setpoint is maintained. Control loop response shall respond to setpoint changes and stabilize in 3 minutes. Control loop trend data shall be real time and the time between data points shall not be greater than one minute. The Contractor shall provide a printer, either the project printer or temporary, at the job site for printing graphed trends. The printer shall remain on the job site throughout Performance Verification Testing to allow printing trends.

b. 23 09 23, paragraph 3.3.4 , Performance Verification Tests: Provide at least 14 days advance notice

6) a. ASHRAE Guideline 1.1 Paragraph 7.2.9.3 Sequencing of the performance of each test

b. 23 08 00.00 10, Paragraph 3.2 TESTS: ...Requirements in related Sections are independent from the requirements of this Section and shall not be used to satisfy any of the requirements specified in this section.

c. 23 09 23, paragraph 3.3.2.b Convene a test review meeting at the job site to present the results to the Government.

7) 23 08 00.00 10, Paragraph 3.2.2 Functional Performance Tests:

...Begin Functional Performance Tests only after all Pre-Functional Performance Test Checklists have been successfully completed...

8) 23 09 23, paragraph 3.4.2 DDC Training Phase 2

Specification does not indicate a timeframe for holding the phase 2 training. DPW requests that this training is held after the commissioning functional Performance Testing to ensure that the training includes updated information from any changes that may have taken place since the DDC Phase 1 training.

**JBLM Main & North Commissioning Sequence**

**\*\*CONSTRUCTION COMPLETE\*\***

**Equipment installed, powered & started, bldg clean & ready to move air.**

**Milestone Date**

**\*CONSTRUCTION COMPLETE\***

		_____
DDC Point to Point	_____ Work Days	_____
TAB Water	_____ Work Days	_____
TAB Air	_____ Work Days	_____
Tab Back Check	_____ Work Days	_____
Pre-PVT	_____ Work Days	_____
PVT	_____ Work Days	_____
Trending	_____ Work Days	_____
Compile Trend Data	_____ Work Days	_____
Trend Review Meeting	_____ Work Days	_____
CX - FPT	_____ Work Days	_____
<b>Project Complete Date</b>		_____
<b>Owner B.O.D.</b>		_____
LEED Flush if Applicable	<b>TBD</b> Days	
Phase 1 Training	14 Days Prior to PVT	_____
Phase 2 Training	After CX/Before Flush	_____



# **Chapter 4: Contractor Quality Control**

**Seattle District, NWS**

**Last updated: 11 March 2019**



## Chapter 4

### Contractor Quality Control

**1. GENERAL.** Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organizations necessary to produce an end product, which complies with the contract requirements.

The following requirements of the "Quality Control System" will aide in a well-organized program that will provide a successful contract for both the Contractor and the Government. QC's success or failure at Quality Control of the "Three Phase System" is directly measured in the CPARS review. The CPARS metrics are provided in Appendix B (ER 415-1-17). Refer to Chapter 11 – Contractor Evaluations.

**2. CONTROL PLAN:** Furnish for Government review, not later than the number of days after NTP as noted in the contract, the Contractor Quality Control (CQC) Plan. The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. Design and construction may begin only after acceptance of the CQC Plan.

**3. CONTENT OF THE CQC PLAN:** The CQC Plan shall include, as a minimum, the following to cover all design and construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents subcontractors, designers of record, consultants, architect/engineers (AE), fabricators, suppliers, and purchasing agents:

a. Description of the quality control organization. Include a chart showing lines of authority and an acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function. Also include those responsible for performing and documenting the inspections required by the International Codes and the special inspection program developed by the designer of record. 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.

c. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents subcontractors, designers of record, consultants, architect engineers (AE), offsite fabricators, suppliers, and purchasing agents. Submittal processes can be found in Chapter 1 of this document.

d. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. Use only Government approved Laboratory facilities. A list of all inspections required by the International Codes and the special inspection program required by the code and this contract.

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



deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected. Also, reporting procedures, including proposed reporting formats.

f. A list of the definable features of work. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature under a particular section. Example: Rough in Plumbing, and Finish plumbing would have two separate definable features of work for two different preparatory meetings.

g. 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.

h. Notification of Changes: After acceptance of the CQC Plan, notify the Government in writing of any proposed change. Proposed changes are subject to Government acceptance.

**4. COORDINATION MEETING:** After the Post Award Conference, before start of design or construction, and prior to acceptance by the Government of the CQC Plan, the Contractor and the Government shall meet and discuss the Contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, design activities, 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. The Government will prepare minutes of the meeting for signature by both parties. The minutes shall become a part of the contract file.

**5. QUALITY CONTROL ORGANIZATION:** The requirements for the CQC organization are a CQC System Manager, and sufficient number of additional qualified personnel to ensure contract compliance. The CQC organization shall also include personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly.

The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The CQC organization shall be responsible to maintain all contract required documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

**6. CQC SYSTEM MANAGER:** An individual within the onsite work organization that 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 will meet all of the contract requirements for education, training and experience for this position. The CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. Assign the CQC System Manager no other duties. The requirements for the alternate shall be the same as for the designated CQC System Manager but the alternate may have other duties in addition to serving in a temporary capacity as the acting QC manager. CQC System Manager shall have completed the course entitled "Construction Quality Management for Contractors."

Organizational Changes: When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.



**7. CONTROL:** Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. The CQC organization shall conduct at least three phases of control for each definable feature of the construction work as follows:

**Three Phase Reporting System:**

**8. PREPARATORY:** Perform this phase 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. See Figure 4-1 for a QCS generated Preparatory Control Phase Worksheet. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. Make a copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field at the preparatory inspection. Maintain these copies in the field, available for use by Government personnel until final acceptance of the work.
- b. 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. Review the activity analysis with each worker and have them sign the AHA. AHA requirements can be found in Chapter 5 of this document. Discuss Accident Reporting with the contractor and review Chapter 5 of this document for procedures.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.



**k.** Prior notification to the Government is required for the Preparatory Meeting. This meeting shall be conducted by the CQC System Manager and attended by the superintendent, SSHO and other CQC personnel (as applicable), and the foreman responsible for the definable feature. Document the results of the preparatory phase actions 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.

**l.** Review all RFIs associated with the definable feature of work.

**m.** Review all modifications associated the definable feature of work.

**9. INITIAL:** Accomplish this phase at the beginning of a definable feature of work. See Figure 4-2 for a QCS generated Initial Control Phase Worksheet. Include the following actions:

**a.** Check work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.

**b.** Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing. Resolve all differences and deficiencies.

**c.** Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.

**d.** Check safety to include compliance with and upgrading of the Accident Prevention plan and activity hazard analysis. Review the activity analysis with each worker. Particular attention should be given to high hazard work.

**e.** Prior notification to the Government is required for Initial Phase meeting. The CQC System Manager shall prepare and attach to the daily CQC report separate minutes of this phase.

**f.** Repeat the initial phase any time acceptable specified quality standards are not being met.

**10. FOLLOW UP:** Perform daily checks to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Conduct final follow-up checks and correct deficiencies prior to the start of additional features of work which may be affected by the deficient work. Do not build upon nor conceal non-conforming work.

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



a. Verify that testing procedures comply with contract requirements and project design documents.

b. Verify that facilities and testing equipment are available and comply with testing standards.

c. Check test instrument calibration data against certified standards.

d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

e. Include results of all tests taken, both passing and failing tests, recorded on the CQC report for the date taken. Include specification paragraph reference, location where tests were taken, and the sequential control number identifying the test. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. Provide an information copy of tests performed by an offsite or commercial test facility directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

## 12. COMPLETION INSPECTION:

a. **Punch-Out Inspection:** CQC Manager shall conduct an inspection of the work. Prepare a punch list of items which do not conform to the approved drawings and specifications and include in the CQC documentation, as required by paragraph "DOCUMENTATION." The list of deficiencies 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.

b. **Pre-Final Inspection:** As soon as practicable after the notification above, the Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Deficiency 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.

c. **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 attend the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups and major commands may also attend. The Government will formally schedule the final acceptance inspection based upon results of the Pre-Final inspection. Provide notice to the Government at least 14 days prior to the final acceptance inspection and include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all



remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection.

**13. DOCUMENTATION:** 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. The report 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. Include work 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. Identify the applicable control phase (Preparatory, Initial, Follow-up) for this report. 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 and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Offsite 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.

**14. 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. Furnish the original and one copy of these records in report form 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, submit one report for every 7 days of no work and on the last day of a no work period. Account for all calendar days throughout the life of the contract. The first report following a day of no work shall be for that day only. The CQC System Manager shall sign and date reports. The report shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel. The Contractor may submit these forms electronically, in lieu of hard copy.



**15. 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.

**16. QUALITY CONTROL SYSTEM (QCS):** The Government will use the Resident Management System 3.0 (RMS) to assist in its monitoring and administration of this contract. The Contractor shall download instructions for the installation and use of RMS Internet Website <https://rmsdocumentation.com> See Figure 4-3 for an RMS generated Deficiency Log and Figure 4-4 for an RMS generated QC Daily Report.

**17. REQUEST FOR INFORMATION:** The Government requires the use of RMS to log official Requests For Information (RFI). See Figure 4-5 for an example form. Insure the RFI submitter completes all sections of the form. All RFI submittals should be able to explain the discrepancy on their own and should not rely on previous conversations or knowledge not relayed in the RFI. A complete RFI references the specific contract item(s) of concern, explains the question, provides recommended solution(s) and recognizes whether that suggested solution carries a cost or time impact from the contractor's viewpoint. In doing this, the contractor should include all drawings and specification description and any attachments required to explain the question/discrepancy. This level of detail is required because RFIs are often answered by the Designer of Record or another subject matter expert that may not be involved in the day to day operations of the project.

**18. SUBMITTALS:** Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures must be in accordance with Contract Specification Section SUBMITTAL PROCEDURES, and Chapter 1 of this document. Maintaining a complete and updated Submittal system is paramount in a successful Quality Control System.

#### Enclosures

- Figure 4-1 Preparatory Control Phase Worksheet
- Figure 4-2 Initial Control Phase Worksheet
- Figure 4-3 Deficiency Log
- Figure 4-4 RMS Sample QC Daily Report
- Figure 4-5 RMS Sample Request for Information (RFI)





SAMPLE

PREPARATORY CONTROL WORKSHEET

DEFINABLE FEATURE OF WORK : Concrete Reinforcing

A. ACTIVITIES INCLUDED UNDER Concrete Reinforcing -

B. QUALITY CONTROL REQUIREMENTS -

C. QA/QC DEFICIENCY ITEMS -

INCLUDE ADDITIONAL COMMENTS ON DAILY REPORT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. LABOR RATES -

LABOR CLASSIFICATIONS	BASIC RATE	FRINGE BENEFITS	PLUS %	TOTAL WAGE/HR
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

E. REVIEW CONTRACT DRAWINGS AND SPECIFICATIONS -

DRAWING / SPEC. NO	COMMENTS / CONFLICTS
_____	_____
_____	_____
_____	_____

DISCUSSED  
Yes / No / NA

- |   |     |     |     |
|---|-----|-----|-----|
| 1. Issue Prep Meeting request in Outlook to GC Staff, Sub-Con and COE   | ___ | ___ | ___ |
| 2. Insure COE Rep's are notified 24 hours prior to Prep-Meeting   | ___ | ___ | ___ |
| 3. Verify Contractor Readiness - have Certificate on insurance  | ___ | ___ | ___ |
| 4. Verify Subcontractor Readiness - have Form 1413  | ___ | ___ | ___ |
| 5. Verify Subcontractor Readiness - have Business License / L&I   | ___ | ___ | ___ |
| 6. Verify all submittals have been approved   | ___ | ___ | ___ |
| 7. Work Hours: 7:30 AM to 4:00 PM   | ___ | ___ | ___ |
| 8. Contractor Foreman to fill out Daily Field report  | ___ | ___ | ___ |
| 9. Permits not required   | ___ | ___ | ___ |
| 10. Submittals been approved: NO, pending review by DOR, This Prep is for a Partial Prep-Meeting for the Contractor for building foundation concrete form work. No forms to be allowed to be placed in the ground until all submittals have been submitted and retried for this section by the COE as approved. COE is allowing the GC to build forms pending submittal review. | ___ | ___ | ___ |
| 11. Review DFOW Spec Sec PART 3, Execution for Form work  | ___ | ___ | ___ |
| 12. No tests required for form work building, however will require inspection after placement of forms in excavation prior to placing rebar and cast in place concrete.   | ___ | ___ | ___ |
| 13. _____   | ___ | ___ | ___ |
| 14. _____   | ___ | ___ | ___ |
| 15. _____   | ___ | ___ | ___ |
| 16. _____   | ___ | ___ | ___ |

# PREPARATORY CONTROL WORKSHEET

DEFINABLE FEATURE OF WORK : Concrete Reinforcing

## E. REVIEW CONTRACT DRAWINGS AND SPECIFICATIONS - Cont.

## F. REPETITIVE DEFICIENCIES FOUND ON PREVIOUS PROJECTS -

1. Insure DFWO tasks are completed IAW project contract documents to prevent repetitive deficiencies
2. Report all deficiencies to the project QCM
3. Are there any outstanding deficiencies preventing the start of the proposed work
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

DISCUSSED  
Yes / No / NA

\_\_\_ \_\_\_ \_\_\_  
\_\_\_ \_\_\_ \_\_\_  
\_\_\_ \_\_\_ \_\_\_  
\_\_\_ \_\_\_ \_\_\_  
\_\_\_ \_\_\_ \_\_\_  
\_\_\_ \_\_\_ \_\_\_

## G. CONTROL CHECKS -

1. Has Initial Inspection date been set yet  
Day \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ Where \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

IN COMPLIANCE  
Yes / No / NA

\_\_\_ \_\_\_ \_\_\_  
\_\_\_ \_\_\_ \_\_\_  
\_\_\_ \_\_\_ \_\_\_  
\_\_\_ \_\_\_ \_\_\_  
\_\_\_ \_\_\_ \_\_\_

## H. JOB SITE SAFETY -

1. Insure AHA is approved
2. SAFETY review AHA to assure safety requirements are met
3. Review applicable portion of the EM 385-1-1
4. Name Competent Persons for this phase of work
  1. \_\_\_\_\_
  2. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

IN COMPLIANCE  
Yes / No / NA

\_\_\_ \_\_\_ \_\_\_  
\_\_\_ \_\_\_ \_\_\_  
\_\_\_ \_\_\_ \_\_\_  
\_\_\_ \_\_\_ \_\_\_  
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\_\_\_ \_\_\_ \_\_\_  
\_\_\_ \_\_\_ \_\_\_  
\_\_\_ \_\_\_ \_\_\_

## I. QUALITY ASSURANCE EVALUATION NOTES -

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

DISCUSSED  
Yes / No / NA

\_\_\_ \_\_\_ \_\_\_  
\_\_\_ \_\_\_ \_\_\_  
\_\_\_ \_\_\_ \_\_\_  
\_\_\_ \_\_\_ \_\_\_

# SAMPLE

## INITIAL CONTROL WORKSHEET

DEFINABLE FEATURE OF WORK : Concrete Reinforcing

### A. ACTIVITIES INCLUDED UNDER Concrete Reinforcing -

### B. QUALITY CONTROL REQUIREMENTS -

### C. QA/QC DEFICIENCY ITEMS -

INCLUDE ADDITIONAL COMMENTS ON DAILY REPORT

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### D. LABOR RATES -

LABOR CLASSIFICATIONS	BASIC RATE	FRINGE BENEFITS	PLUS %	TOTAL WAGE/HR
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

### E. CONTROL CHECKS -

	IN COMPLIANCE
	Yes / No / NA
1. Issue initial Inspection request in Outlook to GC Staff, Sub-Con and COE	___ ___ ___
2. Insure COE Rep's are notified 24 hours prior to Initial Inspection	___ ___ ___
3. Verify if work is being performed IAW procedures identified at preparatory	___ ___ ___
4. Review specs and drawings as needed	___ ___ ___
5. Ensure preliminary work is complete and correct	___ ___ ___
6. Verify level of workmanship	___ ___ ___
7. Will the initial work be considered as a sample	___ ___ ___
8. _____	___ ___ ___
9. _____	___ ___ ___
10. _____	___ ___ ___
11. _____	___ ___ ___

### F. JOB SITE SAFETY -

	IN COMPLIANCE
	Yes / No / NA
1. _____	___ ___ ___
2. _____	___ ___ ___
3. _____	___ ___ ___
4. _____	___ ___ ___

### G. QA Evaluation Notes -

	DISCUSSED
	Yes / No / NA
1. Report any deficiencies to the QCM if found	___ ___ ___

# INITIAL CONTROL WORKSHEET

DEFINABLE FEATURE OF WORK : Concrete Reinforcing

## G. QA Evaluation Notes - Cont.

- |    |       |     |     |     |
|----|-------|-----|-----|-----|
| 2. | _____ | ___ | ___ | ___ |
| 3. | _____ | ___ | ___ | ___ |
| 4. | _____ | ___ | ___ | ___ |
| 5. | _____ | ___ | ___ | ___ |



US Army Corps  
of Engineers

# Deficiency Items Issued by QA/QC

28 Jan 2014

Joint Base Lewis-McChord, WA

Item Number	Description	Location	Status	Date Issued	Age (days)
QA-00001					
QC-00001					

Status: All

Range: All Locations

Sort: Item No



<b>CONTRACTORS QUALITY CONTROL REPORT (QCR) DAILY LOG OF CONSTRUCTION</b>		REPORT NUMBER Page 2 of 2
		DATE
PROJECT	CONTRACT NUMBER	
<b>CONTRACTORS ON SITE</b> (Report first and/or last day contractors were on site)		
<b>LABOR HOURS</b>		
<b>The following labor hours were Reported today:</b>		
<u>Employer</u>	<u>Labor Classification</u>	<u>Number of Employees</u>
<u>Hours Worked</u>		
Total hours worked to date:		Total _____
<b>EQUIPMENT HOURS</b>		
<b>The following equipment hours were Reported today:</b>		
<u>Serial Number</u>	<u>Description</u>	<u>Idle Hours</u>
		<u>Operating Hours</u>
Total operating hours to date:		Total _____
<b>ACCIDENT REPORTING</b> (Describe accidents)		
<b>No accidents reported today</b>		
<b>CONTRACTOR CERTIFICATION</b> <b>On behalf of the contractor, I certify that this Report is complete and correct and all equipment and material used and work performed during this Reporting period are in compliance with the contract plans and specifications, to the best of my knowledge, except as noted above.</b>		
QC REPRESENTATIVE'S SIGNATURE	DATE	SUPERINTENDENT'S INITIALS
		DATE



US Army Corps of Engineers

# REQUEST FOR INFORMATION REPORT (RFI)

RFI NO.

PAGE NO.

CONTRACT NO.

CONTRACT TITLE

PRIME CONTRACTOR

## Contractor's Request for Information

REQUESTED BY:	DATE REQUESTED:	Potential Cost Impact [ ]
		Potential Schedule Impact [ ]

RFI SUBJECT:

SPECIFICATION SECTIONS:

**INFORMATION REQUESTED:**

**CONTRACTOR RECOMMENDATION:**

## Government Response

ANSWERED BY:	DATE RECEIVED:	DATE ANSWERED:
--------------	----------------	----------------

**GOVERNMENT RESPONSE TO CONTRACTOR:**

**ATTACHMENTS FROM GOVERNMENT:**

NOTE: THE RFI SYSTEM IS INTENDED TO PROVIDE AN EFFICIENT MECHANISM FOR RESPONDING TO CONTRACTOR'S REQUESTS FOR INFORMATION. IT DOES NOT PROVIDE AUTHORITY TO PROCEED WITH ADDITIONAL WORK. IF THE CONTRACTOR CONSIDERS THE RFI RESPONSE A CHANGED CONDITION, PROVIDE WRITTEN NOTICE TO THE CONTRACTING OFFICER'S REPRESENTATIVE IN ACCORDANCE WITH CONTRACT PROVISIONS.

QA REVIEWER'S SIGNATURE	DATE
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# **Chapter 5: Contractor's Safety Responsibilities**

**Seattle District, NWS**

**Last updated: 11 March 2019**



## Chapter 5

### Contractor's Safety Responsibilities

**1. General.** Safety is an enduring, bedrock value of the Corps of Engineers. The contractor with a proactive and aggressive safety plan saves time and money; reduces insurance and bonding costs; avoids employee trauma; enjoys industry and Corps recognition; and increases profitability. Accidents and occupational health hazards are costly to you and the Corps of Engineers in terms of lost time, medical expenses, compensation and liability. Nothing we do warrants compromising safety and placing workers at risk of injury and equipment at risk of damage.

**2. Accident Prevention Plan (APP) and Activity Hazard Analysis (AHA).** Contract Clause entitled "ACCIDENT PREVENTION" requires preparation of a written Accident Prevention Plan, submittal of which is made via ENG 4025. You shall receive approval of your plan prior to the start-up of work. Your plan shall include an administrative section and an Activity Hazard Analysis section. Assistance in developing the APP or an AHA can be obtained from your Area/Resident Engineer and the Corps Safety and Health Requirements Manual (EM 385-1-1).

#### a. Accident Prevention Plan (APP).

(1) As a minimum, this document shall contain ALL of the applicable requirements listed in Corps of Engineers Safety and Health Requirements Manual EM 385-1-1, Appendix A. Appendix A is a minimum basic outline for an APP. **The format in Appendix A MUST be followed and all non-applicable plans must be listed with a brief explanation of why they are not applicable.**

(2) The plan shall be site specific.

(3) You shall comply with all provisions of the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, federal, state, and local laws.

(4) Prime contractors will keep at least one copy of EM-385-1-1, Safety and Health Requirements Manual on site, in each project office, for use by their project supervisors and subcontractors. All supervisory personnel of the prime and subcontractors shall familiarize themselves with the safety requirements set forth in this manual. This manual is available from the US Government Bookstore, 915 Second Ave., Seattle, WA 98174 (phone: 206/553-4270). The price is currently \$35.00 per copy as of the date of this manual. This is also available digitally as Appendix A of this product.

(5) The Contracting officer has the right to have prime or subcontractor personnel who repeatedly violate safety requirements removed from the job site.



**b. Activity Hazard Analysis (AHA).**

(1) The Activity Hazard Analysis is the Risk Management business process that includes the identification, assessment, and prioritization of risks, followed by coordinated and economical application of resources to minimize, monitor, and control the probability and/or impact of unfortunate events to an acceptable level. EM 385-1-1 outlines requirements for an AHA and Figures 5-2 and 5-3 provide examples. These templates as well as the electronic AHA created through the RMS system are not mandatory. Other forms/formats may be used as long as the information contained within is the same and is uploaded into RMS.

(2) At least one AHA will be completed for each Definable Feature of Work (DFOW) as developed in the Contractor's Quality Control Plan. This AHA should address and sufficiently mitigate risks associated with work pertaining to that DFOW. See Figure 5-1 for examples of DFOW.

(3) The AHA shall be formatted such that each Job Step listed on the AHA clearly corresponds to associated hazards. Those hazards shall clearly show one or more controls used to mitigate each hazard.

(4) An AHA shall be completed, submitted and approved for each major phase of construction prior to work commencing on that phase of work. To create an AHA, the Prime Contractor may use the Templates shown in Figure 5-2 and 5-3, the AHA module in RMS, or create their own template that achieves the same effect.

(5) AHA shall be submitted to allow time for review and approval by the Government.

(6) The AHA shall be discussed with the foreman and employees involved in that phase of work to familiarize those employees with the potential hazards associated with the task. An AHA is a good resource for use at "tool box" safety meetings.

(7) As new situations arise, the AHA shall be changed to address those new hazards. Employees shall be made aware of these changes during "tool box" safety meetings.

**3. Monthly Exposure Reports.** Submit to the Area/Resident Engineer's office a monthly Safety Exposure Report (located in the Resident Management System (RMS)) every month as part of your payment request package. Your reports shall include:

**a.** Employment data, giving the total number of man-hours worked each calendar month by the contractor and all subcontractors. Include man-hours for all your supervisory personnel and those of your subcontractors in your figures.

**b.** A summary of any accidents occurring on the job. Details should be brief but include job activities and causal factors.



#### 4. Safety Meetings.

- a. Safety meetings shall be conducted at least once a month for all supervisors.
- b. Supervisors shall conduct safety meetings for workers at least once per week.
- c. These meetings shall be relevant to the ongoing work and be documented, including date, attendance, subjects discussed and the name of the individual who conducted the meeting. Copies of your meeting minutes shall be provided the Area/Resident Engineer's office.

#### 5. ACCIDENT REPORTING.

a. Reportable accidents are those occurring in or incidental to contractor activities on Corps of Engineers projects when the accident results in one of the following:

(1) Any OSHA recordable accident.

(2) Contractor property damage accidents, which occurred during the performance of the contract at the project site and resulted in damage of \$2,000.00 or more.

b. Immediate verbal notification to the Area/Resident Engineer or other Government Representative is required upon the occurrence of any of the aforementioned types of accidents.

c. ENG Form 3394 shall be prepared by the contractor official directly in charge of the work area in which the accident occurred. The report will be prepared by the prime contractor (including accidents of his subcontractors). Area/Resident Engineer or onsite Government representative can provide assistance in preparing accident reports when needed. See Figure 5-4 for ENG Form 3394.

d. Submit ENG Form 3394 and NWS Form 1 – Immediate Report of Accident to the Area/Resident Engineer within 48 hours after the accident occurred.

e. All accidents, without regard to severity, require completion of a preliminary accident notification worksheet. A blank sample of this worksheet will be provided at the pre-construction meeting. The Corps on-site staff has a 24 hour maximum reporting time for all accidents to the Seattle District. Therefore, the PAN worksheet shall be completed and delivered to the Corps on-site staff within 20 hours of the accident.

**6. Quality Control (QC) Responsibilities for Safety.** The contractor's Quality Control Manager (QCM) will monitor contractor operations for safety compliance and management of the safety program with the same emphasis as shown for other terms of the contract.

a. The QCM will identify, document and correct safety deficiencies. All deficiencies will be recorded on the daily QC report.



**b.** Conditions that are considered to be Immediately Dangerous to Life or Health (IDLH) shall be corrected by the contractor immediately or that operation will be stopped and workers removed from the hazardous situation until it is corrected.

**c.** Safety comments, either positive or negative, must be documented on every QC report.

## Enclosures

Figure 5-1 Examples of Definable Features of Work (DFOW)

Figure 5-2 Activity Hazard Analysis Template with RAC

Figure 5-3 Example Activity Hazard Analysis without RAC

Figure 5-4 Sample ENG 3394

Figure 5-5 NWS Form 1



## **EXAMPLES OF DEFINABLE FEATURES OF WORK (DFOW)**

### **Earth Moving, Land Clearing and Building Foundations**

- Hand operations
- Equipment operations
- Pile driving
- Basement excavations

### **Concrete Work**

- Footings
- Forming
- Steel reinforcement
- Concrete placement
- Stripping
- Material storage
- Finishing

### **General Building Construction**

- Rough Carpentry
- Finish Carpentry
- Masonry
- Floor, wall, brick cleaning
- Plastering
- Exterior Painting
- Interior Painting
- Floor coverings
- Roofing
- Misc. finishing phases

### **Electrical Instrumentation**

- Interior
- Aerial
- Underground
- Alarm and intercom

### **Demolition**

### **Paving**

### **Explosive and Blasting**

### **Marine Operations**

- Floating plant
- Dredging/excavations
- Diving
- Rock placement
- Pile driving

### **Trenching and Excavations for Utilities**

- Water
- Gas
- Sewer
- Communications cables

### **Steel Erection**

- Delivery and storage
- Erection

### **Mechanical**

- Heating, vent/air conditioning
- Plumbing
- Sprinkler systems

### **Landscaping**

- Grading
- Sodding/seeding
- Planting
- Rock placement

### **Quarrying**

### **Tunneling**

### **Cableway Operations**

**NOTE: This is not to be considered a complete list of Definable Features of Work for construction. Each project will require its own phase considerations.**

# ACTIVITY HAZARDS ANALYSIS

Overall Risk Assessment Code (RAC)  
(Use highest code)

	▼
E	
H	
M	
L	

Date: \_\_\_\_\_ Project: \_\_\_\_\_

Activity: \_\_\_\_\_

Activity Location: \_\_\_\_\_

Prepared By: \_\_\_\_\_

## Risk Assessment Code Matrix

E = Extremely High Risk  
H = High Risk  
M = Moderate Risk  
L = Low Risk

		Probability				
		Frequent	Likely	Occasional	Seldom	Unlikely
S e v e r i t y	Catastrophic	E	E	H	H	M
	Critical	E	H	H	M	L
	Marginal	H	M	M	L	L
	Negligible	M	L	L	L	L

Add Identified Hazards

	JOB STEPS	HAZARDS	ACTIONS TO ELIMINATE OR MINIMIZE HAZARDS	RAC
X				▼
X				▼
X				▼

Add Items

	EQUIPMENT	TRAINING	INSPECTION
X			
X			
X			

Involved Personnel: \_\_\_\_\_

Acceptance Authority (digital signature): \_\_\_\_\_

# Activity Hazard Analysis (AHA)

Activity/Work Task: FOW Asbestos Abatement	Project Location: Military Base, State
Contract Number: xxxxxxxx	Date Prepared: DDMMYY
Prepared by (Name/Title): Prime Contractor or Subcontractor foreman, etc	Reviewed by (Name/Title): Prime Contractor's SSHO

**Notes:** (Field Notes, Review Comments, etc)

Job Step	Hazard	Controls
Asbestos Abatement	Electrocution	Use GFI outlets for all powered tools and equipment
	Exposure to Asbestos	Competent person for this activity: John Doe
		Use approved Respirators
		Wear Disposable suits and booties
		Use shower at containment exit
		Only individuals required to perform work are allowed in the area
	Eye Injury	Wear safety glasses or face shields when doing work
Public Exposure to Asbestos	Maintain Negative Air Pressure in containment area	
	Post signage and warning tap 20 feet from the edge of containment area	
	Monitor air quality outside containment area to monitor for contamination	
Setup and Tear Down of containment area	Cuts or lacerations	Use scissors instead of knives
	Electrocution	Use GFI outlets for all powered tools and equipment
	Fall from ladders	Competent person for this activity: John Doe
		Tie off ladder when necessary
		Make sure ladder safety locks are engaged before use
		Never lean an "A" framed ladder
Never stand on top two steps		
EM385-1-1 24.B		

Equipment to be used	Training Requirements/Competen or	Inspection Requirements
Negative Air Machine	40 hour initial asbestos training and annual 8-hour refresher	Monitor Manometer for Air Pressure
Floor Buffer	8 hour training	Electrical cord inspection for serviceability and proper GFI Inspect pad and moving part before each floor buffer use

<i>(For Safety Staff only)</i>	REPORT NO.	EROC CODE	<b>UNITED STATES ARMY CORPS OF ENGINEERS ACCIDENT INVESTIGATION REPORT</b> <i>(For Use of this Form See Help Menu and USACE Suppl to AR 385-40)</i>			REQUIREMENT CONTROL SYMBOL: CEEC-S-8(R2)	
<b>1. ACCIDENT CLASSIFICATION</b>							
PERSONNEL CLASSIFICATION		INJURY/ILLNESS/FATAL	PROPERTY DAMAGE	MOTOR VEHICLE INVOLVED	DIVING		
GOVERNMENT <input type="checkbox"/> CIVILIAN <input type="checkbox"/> MILITARY		<input type="checkbox"/>	<input type="checkbox"/> FIRE INVOLVED <input type="checkbox"/> OTHER	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/> CONTRACTOR		<input type="checkbox"/>	<input type="checkbox"/> FIRE INVOLVED <input type="checkbox"/> OTHER	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/> PUBLIC		<input type="checkbox"/> FATAL <input type="checkbox"/> OTHER	<del>XXXXXXXXXX</del>		<del>XXXXXXXXXX</del>		
<b>2. PERSONAL DATA</b>							
a. Name (Last, First, MI)		b. AGE	c. SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE	d. SOCIAL SECURITY NUMBER		e. GRADE	
f. JOBSERIES/TITLE		g. DUTY STATUS AT TIME OF ACCIDENT <input type="checkbox"/> ON DUTY <input type="checkbox"/> TDY  <input type="checkbox"/> OFF DUTY		h. EMPLOYMENT STATUS AT TIME OF ACCIDENT <input type="checkbox"/> ARMY ACTIVE <input type="checkbox"/> ARMY RESERVE <input type="checkbox"/> VOLUNTEER <input type="checkbox"/> PERMANENT <input type="checkbox"/> FOREIGN NATIONAL <input type="checkbox"/> SEASONAL <input type="checkbox"/> TEMPORARY <input type="checkbox"/> STUDENT <input type="checkbox"/> OTHER (Specify) _____			
<b>3. GENERAL INFORMATION</b>							
a. DATE OF ACCIDENT <i>(month/day/year)</i>	b. TIME OF ACCIDENT <i>(Military time)</i>  hrs	c. EXACT LOCATION OF ACCIDENT			d. CONTRACTOR'S NAME  (1) PRIME:  (2) SUBCONTRACTOR:		
e. CONTRACT NUMBER  <input type="checkbox"/> CIVIL WORKS <input type="checkbox"/> MILITARY <input type="checkbox"/> OTHER (Specify) _____		f. TYPE OF CONTRACT <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> SERVICE <input type="checkbox"/> A/E <input type="checkbox"/> DREDGE <input type="checkbox"/> OTHER (Specify) _____		g. HAZARDOUS/TOXIC WASTE ACTIVITY <input type="checkbox"/> SUPERFUND <input type="checkbox"/> DERP <input type="checkbox"/> IRP <input type="checkbox"/> OTHER (Specify) _____			
<b>4. CONSTRUCTION ACTIVITIES ONLY (Fill in line and corresponding code number in box from list - see help menu)</b>							
a. CONSTRUCTION ACTIVITY  # <input style="width: 50px;" type="text"/>			b. TYPE OF CONSTRUCTION EQUIPMENT  # <input style="width: 50px;" type="text"/>				
<b>5. INJURY/ILLNESS INFORMATION (Include name on line and corresponding code number in box for items e, f &amp; g - see help menu)</b>							
a. SEVERITY OF ILLNESS/INJURY  # <input style="width: 50px;" type="text"/>		b. ESTIMATED DAYS LOST  # <input style="width: 50px;" type="text"/>	c. ESTIMATED DAYS HOSPITALIZED  # <input style="width: 50px;" type="text"/>	d. ESTIMATED DAYS RESTRICTED DUTY  # <input style="width: 50px;" type="text"/>			
e. BODY PART AFFECTED PRIMARY _____ # <input style="width: 50px;" type="text"/> SECONDARY _____ # <input style="width: 50px;" type="text"/>		g. TYPE AND SOURCE OF INJURY/ILLNESS TYPE _____ # <input style="width: 50px;" type="text"/> SOURCE _____ # <input style="width: 50px;" type="text"/>					
f. NATURE OF ILLNESS/INJURY  # <input style="width: 50px;" type="text"/>							
<b>6. PUBLIC FATALITY (Fill in line and correspondence code number in box - see help menu)</b>							
a. ACTIVITY AT TIME OF ACCIDENT  # <input style="width: 50px;" type="text"/>			b. PERSONAL FLOATATION DEVICE USED? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A				
<b>7. MOTOR VEHICLE ACCIDENT</b>							
a. TYPE OF VEHICLE <input type="checkbox"/> PICKUP/VAN <input type="checkbox"/> AUTOMOBILE <input type="checkbox"/> TRUCK <input type="checkbox"/> OTHER (Specify) _____		b. TYPE OF COLLISION <input type="checkbox"/> SIDE SWIPE <input type="checkbox"/> HEAD ON <input type="checkbox"/> REAR END <input type="checkbox"/> BROADSIDE <input type="checkbox"/> ROLL OVER <input type="checkbox"/> BACKING <input type="checkbox"/> OTHER (Specify) _____		c. SEAT BELTS	USED	NOT USED	NOT AVAILABLE
				(1) FRONT SEAT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				(2) REAR SEAT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>8. PROPERTY/MATERIAL INVOLVED</b>							
a. NAME OF ITEM		b. OWNERSHIP		c. \$ AMOUNT OF DAMAGE			
(1)							
(2)							
(3)							
<b>9. VESSEL/FLOATING PLANT ACCIDENT (Fill in line and correspondence code number in box from list - see help menu)</b>							
a. TYPE OF VESSEL/FLOATING PLANT  # <input style="width: 50px;" type="text"/>			b. TYPE OF COLLISION/MISHAP  # <input style="width: 50px;" type="text"/>				
<b>10. ACCIDENT DESCRIPTION (Use additional paper, if necessary)</b>							

11. CAUSAL FACTOR(S) <i>(Read Instruction Before Completing)</i>					
<p>a. (Explain YES answers in item 13)</p> <p>DESIGN: Was design of facility, workplace or equipment a factor? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>INSPECTION/MAINTENANCE: Were inspection &amp; maintenance procedures a factor? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>PERSON'S PHYSICAL CONDITION: In your opinion, was the physical condition of the person a factor? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>OPERATING PROCEDURES: Were operating procedures a factor? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>JOB PRACTICES: Were any job safety/health practices not followed when the accident occurred? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>HUMAN FACTORS: Did any human factors such as, size or strength of person, etc., contribute to accident? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>ENVIRONMENTAL FACTORS: Did heat, cold, dust, sun, glare, etc., contribute to the accident? <input type="checkbox"/> YES <input type="checkbox"/> NO</p>					<p>a. (CONTINUED)</p> <p>CHEMICAL AND PHYSICAL AGENT FACTORS: Did exposure to chemical agents, such as dust, fumes, mists, vapors or physical agents, such as, noise, radiation, etc., contribute to accident? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>OFFICE FACTORS: Did office setting such as, lifting office furniture, carrying, stooping, etc., contribute to the accident? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>SUPPORT FACTORS: Were inappropriate tools/resources provided to properly perform the activity/task? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>PERSONAL PROTECTIVE EQUIPMENT: Did the improper selection, use or maintenance of personal protective equipment contribute to the accident? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DRUGS/ALCOHOL: In your opinion, was drugs or alcohol a factor to the accident? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>b. WAS A WRITTEN JOB/ACTIVITY HAZARD ANALYSIS COMPLETED FOR TASK BEING PERFORMED AT TIME OF ACCIDENT?</p> <p style="text-align: center;"><input type="checkbox"/> YES <i>(If yes, attach a copy.)</i> <span style="margin-left: 150px;"><input type="checkbox"/> NO</span></p>

12. TRAINING		
<p>a. WAS PERSON TRAINED TO PERFORM ACTIVITY/TASK?</p> <p style="text-align: center;"><input type="checkbox"/> YES <input type="checkbox"/> NO</p>	<p>b. TYPE OF TRAINING.</p> <p style="text-align: center;"><input type="checkbox"/> CLASSROOM <input type="checkbox"/> ON JOB</p>	<p>c. DATE OF MOST RECENT FORMAL TRAINING.</p> <p style="text-align: center;">(Month) (Day) (Year)</p>

<p>13. FULLY EXPLAIN WHAT ALLOWED OR CAUSED THE ACCIDENT; INCLUDE DIRECT AND INDIRECT CAUSES <i>(See instruction for definition of direct and indirect causes.) (Use additional paper, if necessary)</i></p>	
<p>a. DIRECT CAUSE</p>	
<p>b. INDIRECT CAUSE(S)</p>	

14. ACTION(S) TAKEN, ANTICIPATED OR RECOMMENDED TO ELIMINATE CAUSE(S).	
<p>DESCRIBE FULLY:</p>	

15. DATES FOR ACTIONS IDENTIFIED IN BLOCK 14.					
<p>a. BEGINNING (Month/Day/Year)</p>			<p>b. ANTICIPATED COMPLETION (Month/Day/Year)</p>		
<p>c. SIGNATURE AND TITLE OF SUPERVISOR COMPLETING REPORT</p> <p>CORPS _____</p> <p>CONTRACTOR _____</p>		<p>d. DATE (Mo/Da/Yr)</p>	<p>e. ORGANIZATION IDENTIFIER (Div, Br, Sect)</p>	<p>f. OFFICE SYMBOL</p>	

16. MANAGEMENT REVIEW <i>(1st)</i>		
<p>a. <input type="checkbox"/> CONCUR    b. <input type="checkbox"/> NON CONCUR    c. COMMENTS</p>		
SIGNATURE	TITLE	DATE

17. MANAGEMENT REVIEW <i>(2nd - Chief Operations, Construction, Engineering, etc.)</i>		
<p>a. <input type="checkbox"/> CONCUR    b. <input type="checkbox"/> NON CONCUR    c. COMMENTS</p>		
SIGNATURE	TITLE	DATE

18. SAFETY AND OCCUPATIONAL HEALTH OFFICE REVIEW		
<p>a. <input type="checkbox"/> CONCUR    b. <input type="checkbox"/> NON CONCUR    c. ADDITIONAL ACTIONS/COMMENTS</p>		
SIGNATURE	TITLE	DATE

19. COMMAND APPROVAL	
<p>COMMENTS</p>	
COMMANDER SIGNATURE	DATE

10.

ACCIDENT DESCRIPTION *(Continuation)*

13a.

DIRECT CAUSE *(Continuation)*

13b.

INDIRECT CAUSES *(Continuation)*

14.

ACTION(S) TAKEN, ANTICIPATED, OR RECOMMENDED TO ELIMINATE CAUSE(S) *(Continuation)*

**U.S. ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT  
IMMEDIATE REPORT OF ACCIDENT**

The proponent agency is CENWS-SO; For use of this form see NWSOM 385-1-1.

**A. REPORT DATE & TIME**

1. Date: \_\_\_\_\_ 2. Time: \_\_\_\_\_

**B. REPORTED BY**

1. Report Completed By: \_\_\_\_\_ 2. Office Symbol: \_\_\_\_\_ 3. Phone Number: \_\_\_\_\_

**C. ACCIDENT CLASSIFICATION**

**D. GENERAL ACCIDENT INFORMATION**

1. Government Employee: <input type="radio"/> Civilian <input type="radio"/> Military  2. Non-Government: <input type="radio"/> Member of the Public <input type="radio"/> Contractor  Prime:  Sub:	1. Individual Involved: _____		2. Office Symbol: _____
	3. Phone Number: _____	4. Job Title: _____	
Contract Number: _____ Contract Title: _____	5. Gender: <input type="radio"/> Male <input type="radio"/> Female	6. Date of Accident: _____	7. Time of Accident: _____
	8. Date/Time Reported to Supervisor: _____	9. Location of Accident (include city and state): _____	
3. Accident Type: <sup>*</sup> <input type="radio"/> Fatality <input type="radio"/> Injury/Illness <input type="radio"/> Motor Vehicle <input type="radio"/> Property Damage	10. Estimated Days Lost: _____	11. Estimated Days Restricted: _____	
	12. Estimated Damages (\$): _____		
4. Involving: <input type="checkbox"/> Cranes/Rigging/Hoisting <input type="checkbox"/> Fall <input type="checkbox"/> Scaffolding <input type="checkbox"/> Arc Flash <input type="checkbox"/> Hazardous Energy <input type="checkbox"/> Underwater Diving	13. Is the injury or illness recordable as defined in OSHA 29 CFR Part 1904? Note: An Injury or Illness is recordable if it results in death, days away from work, transfer to another job, restricted work, medical treatment beyond first aid, loss of consciousness, or other significant illness.  <input type="radio"/> Yes <input type="radio"/> No		
14. What was the injury, illness or property damage (i.e., contusion, muscle strain, fracture, respiratory, allergic reaction, collapsed boom crane, damaged utilities)?			
15. What medical treatment was required for the injury or illness (i.e., first aid, sutures, prescription medication, x-rays, cast, etc.)?			

16. Accident Summary: (Tell how the injury, illness, or property damage occurred (i.e., struck by, contacted by, cut by, strained by, fell from same or different level, stung by.)

\*Per ER 385-1-09, Appendix A, a Board of Investigation (BOI) is required if the accident resulted in: (a) a fatality, (b) permanent total disability, (c) permanent partial disability, (d) hospitalization of three or more people, or, (e) property damage of \$500,000 or more. In addition, a BOI shall be conducted for: (f) fatalities and permanent disabilities of non-Army (public) personnel due to Army or contractor operations (on-site), or where the accident occurred on Government property or the contractor site, or the accident involves a Corps employee motor vehicle accident; or (g) any accident which a Commander, at any level, determines that a BOI is warranted due to the complexity of the accident or its potential for negative impact on USACE. A BOI is not required for a public recreation fatality.



## **Chapter 6: Value Engineering**

**Seattle District, NWS**

**Last updated: 11 March 2019**



## Chapter 6

### Value Engineering

**1. General.** Your contract may contain a value engineering incentive clause (Contract Clause entitled “VALUE ENGINEERING-CONSTRUCTION”). This clause offers you an opportunity to increase your income. At the same time, you can help produce maximum value for our tax dollars. Reference your specific contract clause for applicable percentages.

**2. Scope.** The Corps of Engineers Value Engineering (VE) program typically involves savings during design prior to contract award, plus savings originated by contractors after award. We encourage your participation.

**3. Objective.** The objective of value engineering is good value. To achieve this objective, each component or item in a project must perform its basic function at minimum cost. Value Engineering Change Proposals (VECPs) must provide equivalent or superior project quality, reliability and life expectancy without increasing maintenance and operating costs.

**4. Criteria.** Modifications proposed under the VE clause must meet four criteria:

a. Require a change in the contract

b. Reduce the contract price

c. Provide equivalent function without increased operations or maintenance costs or increased environmental impacts

d. Achieve savings by methods other than deleting work. For example, if three widgets will perform as well as four specified widgets, this change would not qualify as a VECP.

**5. Approval.** Before proceeding with a VECP, you should discuss the concept with the Administrative Contracting Officer (ACO) assigned to the contract. This discussion will establish the potential for Government acceptance of the idea and may enable you to avoid wasting effort on unacceptable changes. This informal discussion will not commit you or the Contracting Officer to submittal, approval or rejection.

After such discussion, if the idea still looks good to you, submit the proposal, in a serialized letter directed to the ACO. Keep in mind that you and the Government incur costs to review and implement VECPs. If your idea will not save at least \$10,000, it may not be worth the cost of processing the change.

**6. Government Review.** You will note that the Government has no liability for delays in processing, and that you may withdraw a VECP at any time prior to acceptance by the Government. This means that early and complete submittal of VECPs is advantageous. Depending on the complexity of the proposal, Government review and approval may require 45



days or more, but every effort will be made to expedite processing. Coordinating prior approval of the concept usually speeds the process.

**7. VECP Submission.** The VE clause requires seven items of information be included in your submission:

**a. Description.** A clear, concise description of the difference between the existing contract requirement and the proposed change, with specific advantages of the change. For the design-build contracts, the proposal must show savings to criteria in the government's contract Request for Proposal – not the contractor's accepted proposal or design.

**b. Requirements.** An itemization of the requirements of the contract which must be changed if the proposal is adopted, and a recommendation as to how to make each such change. Generally, this would include reference to specific contract drawing numbers and/or specific paragraphs in the specifications. You, the contractor, must accurately and completely write all proposed changes to drawings and specifications required if your proposal were incorporated into the contract. Failure to write a quality scope of change typically slows the approval process.

**c. Cost Estimate.** A detailed cost estimate for before and after the change. The breakdown of "before" and "after" costs will be in sufficient detail to be readily comparable to a Government estimate. A contract modification will result from adoption of a VECP; thus the cost information must be complete. The proposal shall include estimates of your costs for development and implementation. Development and implementation costs DO NOT include normal overhead costs, such as salaries of overhead personnel and other items already covered by contract award. Development and implementation costs include real added costs, such as travel costs to have a factory representative come to the site to evaluate existing conditions. Your original profit on the contract will be not reduced by the VECP, even though the contract price is reduced. However, be sure to include home office overhead in your instant contract savings calculations.

**d. Government Costs.** A prediction of any effects the proposed change would have on costs to the Government, such as Government-furnished property costs, costs related items, and life cycle costs including maintenance and operations.

**e. Time Requirement.** A statement of the time by which a change order adopting the proposal must be issued so as to obtain the maximum cost reduction. Identify any effect on the contract completion time or delivery schedule.

**f. Previous Submissions.** The dates of any previous submissions of the proposal, the number of the Government contracts under which submitted, and previous actions by the Government, if known. At a minimum, submit two copies for the ACO and the Contracting Officer. To expedite the process, we recommend you provide at least four copies so we can furnish a copy to the client and Value Engineering Officer for review.

**8. Subcontract VE incentive clause.** The VE incentive clause requires you to include appropriate VE incentive clauses in all subcontracts of \$65,000 or greater issued by you under your contract. You may include such an arrangement in a subcontract less than \$65,000. Your



implementation and development costs and your subcontractor's implementation and development costs are subtracted from gross savings when computing net or "instant contract savings." Incentive payments to subcontractors may not be subtracted, inasmuch as the clause requires that such payments come from the contractor's, not the Government's, share of savings.

**9. Reduced Contract Price Calculation.** The incentive clause has a formula for computing the reduced contract price resulting from a VECP. You receive 55% of the savings remaining after subtracting your development and implementing costs (25% for cost-reimbursement contracts) and the applicable Government costs from the gross savings. Government costs for laboratory work, research or outside consultants' fees, or extraordinary Government in-house effort necessary to evaluate a VECP will be deducted in computing the savings to be shared. These costs will be identified as early as possible if they arise, and you will be informed.

**10. Collateral Savings.** The VE Clause allows you to consider collateral savings in the overall VECP. This means if you can prove a change reduces future costs, such as energy savings or maintenance, you may receive a contract increase for 20 percent of projected savings in a typical year after subtracting offsetting Government costs. These savings may not exceed the present contract price or \$100,000, whichever is greater.

**11. Progress Schedule Revision.** Once the Government approves your VECP and issues a modification, you have one step left to complete your responsibilities. You must revise your progress schedule of values to reflect reduced costs. The modification you receive should reduce the applicable contract bid item by total instant contract savings, and then create a new pay item for your 55% share of savings (25% for cost-reimbursement contracts). This allows you to request the savings, provided you redistribute reduced costs to complete the work in your progress schedule.

Enclosures  
None





# **Chapter 7: Labor, Payroll, Posting and Equal Employment Opportunity Requirements**

**Seattle District, NWS**

**Last updated: 11 March 2019**



## Chapter 7

### Labor, Payroll, Posting, and Equal Employment Opportunity Requirements

**1. General.** The various labor laws enacted by Congress and the implementing regulations are designed to protect the labor force employed on Government contracts. The labor requirements apply to all laborers and mechanics working on the site of work regardless of any other employment arrangement.

**2. Labor Clauses.** The following are the basic labor clauses (including clarification) included in construction contracts over \$2,000.00:

a. The “DAVIS-BACON ACT” requires all employees to be paid at least the minimum rate specified for the classification of work being performed. If the wage determination in the contract does not contain a classification for the work being performed, the contractor must submit a Request for Authorization of Additional Classification and Rate, SF 1444 (Figure 7-1). A properly completed sample SF 1444 is included as Figure 7-1A and instructions as Figure 7-1B.

b. The “CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION” requires all employees to be paid time and one-half for all hours worked in excess of 40 hours per week.

c. The “APPRENTICES AND TRAINEES” clause requires all apprentices and trainees to be individually registered and employed in accordance with a program recognized by the U.S. Department of Labor. Evidence of registration and the approved ratio of apprentices-to-journeymen must be submitted for each apprentice. Apprentices and trainees not employed in a bona fide program or over the allowed ratio rate are entitled to restitution at the wage rate in the contract. Apprentice ratios apply on a day by day basis, not weekly. (Please note: The allowable ratio of apprentices-to-journeymen on the Government job site cannot be greater than the ratio permitted the contractor for the entire workforce.)

d. All federal contractors must comply with the requirements of enrollment of the “E-VERIFY” program as applicable.

e. The “PAYROLLS AND BASIC RECORDS” clause requires the weekly submittal of certified contractor payrolls (Figure 7-2) accompanied by a signed Statement of Compliance (Figure 7-3) from the prime and all subcontractors (including all lower tier subcontractors) performing work on the site of work. It also requires that the prime contractor and all lower tiers keep accurate records pertaining but not limited to hours worked, wages, deductions, fringe benefits, employee certifications, apprentice registration, employee contact information, travel associated with out-of-state workers, etc.



Seattle District Practice is for the contractor to submit a list of the subcontractors working on the project. You can use this listing to detect any missing subcontractor payrolls before you make your weekly submission to the Contractor Industrial Relations Technician (CIRT). We can use the listing to verify no payrolls were inadvertently omitted. Please notify the CIRT with any subcontractor additions or changes.

Please submit payrolls with a front page Transmittal sheet that has the company name, certified payroll contact, and full USACE contract number. The transmittal sheet lists each subcontractor in alphabetical order and the payroll weeks being submitted. Payroll weeks should be consecutively numbered and be submitted with the Statement of Compliance (SOC) or DD Form 879 stapled to the back of each payroll, with the latest payroll on top.

When an owner is performing work of a “laborer or mechanic” on the work site in excess of 20%, he/she must be reported on a payroll showing hours, rate of pay, classification, etc. The only exceptions to this rule are owner/operators of their own trucks and those who qualify under the executive exemption in 29 CFR 341, B and H.

To eliminate confusion, it is requested that when a week or more passes in which no work is performed, a “no work” statement be submitted. Multiple weeks of “No Work Performed” may report consecutive weeks on one page listing the weeks covered with consecutive dates (for example, NWP #11-20 2/14/13-4/18/13).

**f.** The “COMPLIANCE WITH COPELAND ACT REQUIREMENTS” clause incorporates the requirements of 29 CFR Part 3 in the contract.

**g.** The “SUBCONTRACTS” clause requires the prime contractor to incorporate the labor clauses in its subcontracts. It also states the prime contractor is responsible for the compliance of its subcontracts, regardless of tier, with the labor requirements. In addition, it requires a completed Statement and Acknowledgement, SF 1413 (Figure 7-4), be submitted for each subcontract. All subcontractors shall receive a copy of all applicable wage determinations. For contracts with multiple wage determinations attached, the prime contractors must evaluate the work performed by the subcontractor and ensure each subcontractor follows the correct determination for the specific work that each subcontractor is performing. Failure to use the correct wage determination could result in restitution due to the employee(s).

**h.** The “CONTRACT TERMINATION--DEBARMENT” clause indicates that breach of the labor clauses may be grounds for contract termination or debarment.

**i.** The “COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS” clause incorporates all rulings and interpretations of 29 CFR 1, 3, and 5 into the contract.

**j.** The “DISPUTES CONCERNING LABOR STANDARDS” clause specifies that disputes concerning labor requirements are resolved in accordance with the procedures in 29 CFR 5, 6, and 7; and not the regular disputes clause in the contract.



k. The “CERTIFICATION OF ELIGIBILITY” clause indicates that the prime and subcontractors have not been debarred for labor violations.

**3. FREQUENT AREAS OF PAYROLL DISCREPANCY.** The following items are examples of labor violations that are often discovered during routine payroll examinations:

a. The most common violation is the improper classification of employees. All workers/employees must be classified in accordance with the work they perform on the job site. Laborers not performing the tasks listed in the wage determination under the laborer groups are allowed to perform the tasks such as clean up, digging ditches and materials transport from one location to another. Tools of their trade typically include brooms, shovels, wheel barrowers, etc. A general laborer is not allowed to do any work incidental to any other trade. For example, laborers are not allowed to place or lay material within the workspace of another trade (placing pipe within a wall to have the pipefitter/plumber seal and connect.) Measuring, cutting, and placing material is incidental to the skilled trades and not covered under the general or common laborer classification. Skilled trades (plumbers, carpenters, sheet metal workers, etc.) may also not be paid a split laborer wage to do work incidental to their trade. If a worker works in a skilled trade, they are paid the skilled trade wage rate unless they are working in another skilled trade such as an equipment operator.

b. Working foremen and supervisors are considered laborers and mechanics if they perform labor in excess of 20%; therefore, they must be classified and paid in accordance with the work they are performing.

c. An appropriate box must be checked in the fringe benefit section on the Statement of Compliance. If the contractor pays the employee fringe benefits then, a statement showing where each benefit is paid to, the amount is itemized and how often the benefit is paid into the plan. A common misconception is if an employer pays a monthly amount for a benefit, the employer must divide that benefit by all hours worked in the month on all projects. That will give an hourly amount. The total monthly amount cannot be imputed to the government but broke out between all projects evenly depending on the hours worked.

d. All payrolls should be numbered consecutively and the last payroll from each contractor should be marked “FINAL.”

e. Contractors that pay its employees on a piece-work basis must keep adequate records to demonstrate compliance with the hourly wage rate required by the contract.

f. An additional class and rate must be requested for each class performing work on the contract which is not in the wage determination. It is a good idea to look through your wage determination upon receipt of your contract and submit the additional classification and rate requests you know you will need prior to the start of work. Lack of these additional classifications will delay final payment and release of funds on the contract.

g. The specific work classifications must be included on all payrolls for each employee. Typically the laborer, power equipment operators, and truck driver classifications contain



various groups. The specific group or type of work performed, equipment or truck used, must also be included for these classifications.

**h.** All hours over 40 per week must be paid. The accurate calculation of overtime pay must be at least one and one-half times the hourly rate (either at the highest rate worked for that week or using the weighted average method) plus the basic hourly fringe benefit rate.

**i.** All contractors required to use QCS should have ALL lower tiered subcontractors listed in the system. This is necessary to properly document exposure hours and to accurately report contractor daily activities.

**j.** Prime contractors are ultimately responsible for ensuring that all applicable taxes, trade certifications and licensing, and employee wages are properly reported, paid and submitted as applicable by subcontractors (regardless of tier). Records must be produced as required or requested per 29 CFR 5.5.

**4. EEO CLAUSES.** The following Equal Employment Opportunity Clauses should be thoroughly reviewed.

**a.** “EQUAL OPPORTUNITY” (FAR 52.222-0026)

**b.** “AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION” (FAR 52.222-0027)

**c.** “AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS” (FAR 52.222-0035)

**d.** “EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA” (FAR 52.222-0037)

In addition, the following clause applies to all construction contracts exceeding \$2,500.00:

**e.** “AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS” (FAR 52.222-0036)

**5. EEO SUBMITTALS.** Information needed for submitting EEO documents can be found in the contract clauses. Sample documents are provided as indicated below:

**a.** Equal Employment opportunity: A copy of such a notice is included (Figure 7-9).

**b.** Affirmative Action. You must provide written notification as described in Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity to the Director of the office of Federal Contract Compliance Programs (OFCCP) at the appropriate address listed below for all subcontracts over \$10,000.00.



Address notification to:

Assistant Regional Administrator  
U.S. Department of Labor ESA/OFCCP (For work in WA, OR & ID)  
Room 3038, Federal Office Building  
909 First Avenue  
Seattle, Washington 98174

Assistant Regional Administrator  
U.S. Department of Labor ESA/OFCCP (For work in MT)  
Room 1442, Federal Office Building  
1961 Stout Street  
Denver, Colorado 80294

c. Subcontracting Reports: Samples of Standard Forms 294 and 295, and instructions for completion are included (Figures 7-5 and 7-6, respectively).

**6. POSTINGS.** The following postings will be displayed in a conspicuous place at your on-site job office, easily accessible to all employees and to persons seeking employment. Posters will be protected from the weather.

a. All wage determination and approved additional classification and rate requests will be posted.

b. “Notice to Employees” Poster: This is an 11” x 17” Solicitor of Labor Poster, WH-1321 (Figure 7-7) that calls attention to the wage determination and to certain rights of the workers. This poster will be displayed on all contracts over \$2,000.00.

c. “Equal Employment Opportunity is the Law” Poster: This will be displayed for all contracts over \$10,000.00 (Figure 7-8).

Enclosures

Figure 7-1 Sample SF1444  
Figure 7-1A Sample SF1444 (Completed)  
Figure 7-1B SF1444 Instructions  
Figure 7-2 Sample WH-347 and Instructions  
Figure 7-2A Sample WH-347 (Completed)  
Figure 7-3 Sample DD 879  
Figure 7-3A Sample DD 879 (Completed)  
Figure 7-4 Sample SF 1413  
Figure 7-4A Sample SF 1413 (Completed for subcontractor)



Figure 7-4B Sample SF 1413 (Completed for lower tier)

Figure 7-5 SF 294

Figure 7-6 SF 295

Figure 7-7 Notice to Employees Poster

Figure 7-8 Equal Employment Opportunity Poster

Figure 7-9 Employment Activity Guide SF100



# REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE

CHECK APPROPRIATE BOX  
 SERVICE CONTRACT  
 CONSTRUCTION CONTRACT

OMB Number: 9000-0089  
 Expiration Date: 7/31/2014

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVP), Office of Acquisition Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0089), Washington, DC 20503.

**INSTRUCTIONS:** THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPPLICATE, TO THE CONTRACTING OFFICER.

<b>1. TO:</b> ADMINISTRATOR, Employment Standards Administration WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, D.C. 20210	<b>2. FROM: (REPORTING OFFICE)</b>
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<b>3. CONTRACTOR</b>	<b>4. DATE OF REQUEST</b>
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<b>5. CONTRACT NUMBER</b>	<b>6. DATE BID OPENED (SEALED BIDDING)</b>	<b>7. DATE OF AWARD</b>	<b>8. DATE CONTRACT WORK STARTED</b>	<b>9. DATE OPTION EXERCISED (IF APPLICABLE) (SCA ONLY)</b>
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**10. SUBCONTRACTOR (IF ANY)**

**11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)**

**12. LOCATION (CITY, COUNTY AND STATE)**

**13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION**

NUMBER: \_\_\_\_\_ DATED: \_\_\_\_\_

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (SCA ONLY) <small>(Use reverse or attach additional sheets, if necessary)</small>	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS

<b>14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)</b>  <div style="text-align: center;"></div>	<b>15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE</b>  <div style="text-align: center;"></div>
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<b>16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE</b>  <div style="text-align: center;"></div>	<b>TITLE</b>	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13.  <input type="checkbox"/> <b>AGREE</b> <input type="checkbox"/> <b>DISAGREE</b>
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**TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SCA) OR FAR 22.406-3 (DBA))**

- THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.
- THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

(Send copies 1, 2, and 3 to Department of Labor)

<b>SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE</b>  <div style="text-align: center;"></div>	<b>TITLE AND COMMERCIAL TELEPHONE NO.</b>	<b>DATE SUBMITTED</b>
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**REQUEST FOR AUTHORIZATION OF  
ADDITIONAL CLASSIFICATION AND RATE**

CHECK APPROPRIATE BOX  
 SERVICE CONTRACT  
 CONSTRUCTION CONTRACT

OMB Number: **9000-0089**  
 Expiration Date: **7/31/2014**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVP), Office of Acquisition Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0089), Washington, DC 20503.

**INSTRUCTIONS: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPLICATE, TO THE CONTRACTING OFFICER.**

1. TO: ADMINISTRATOR, Employment Standards Administration  
 WAGE AND HOUR DIVISION  
 U.S. DEPARTMENT OF LABOR  
 WASHINGTON, D.C. 20210

2. FROM: (REPORTING OFFICE)

3. CONTRACTOR  
 Pilon, Inc.

4. DATE OF REQUEST  
 01/04/2012

5. CONTRACT NUMBER W123DW11D1234	6. DATE BID OPENED (SEALED BIDDING) 10/11/2010	7. DATE OF AWARD 05/16/2011	8. DATE CONTRACT WORK STARTED 12/01/2011	9. DATE OPTION EXERCISED (IF APPLICABLE) (SCA ONLY)
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10. SUBCONTRACTOR (IF ANY)  
 CONTRACTING AND ASSOCIATES

11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)  
 FY11 CERTIFIED PAYROLL PROJECT-INSTALL FLOORING

12. LOCATION (CITY, COUNTY AND STATE)  
 JBLM, PIERCE COUNTY, WA

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION  
 NUMBER: **WA0200051 MOD 4** DATED: **08/11/2009**

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (SCA ONLY) <i>(Use reverse or attach additional sheets, if necessary)</i>	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS
HAZARDOUS MATERIALS HANDLER-DRAINS AND REMOVES FLUID FROM FLOOR CRACKS.	32.28	16.85

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)  
 FRED SMITH, ADMIN OFFICER *F. Smith*

15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE  
 JOAN KARS, PRESIDENT *Joan Kars*

16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE  
*Michael web*

TITLE  
 HAZARDOUS WASTE

CHECK APPROPRIATE BOX-REFERENCING BLOCK 13  
 AGREE  DISAGREE

**TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SCA) OR FAR 22.406-3 (DBA))**

- THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.
  - THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.
- (Send copies 1, 2, and 3 to Department of Labor)*

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE

TITLE AND COMMERCIAL TELEPHONE NO.

DATE SUBMITTED

**STANDARD FORM 1444**  
**(REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND**  
**RATE)**

**and**

**BASIC INSTRUCTIONS**

**on**

**CONFORMANCE PROCESS**

## HOW TO COMPLETE SF1444

<u>Block #</u>	<u>Instructions</u>
1.	Pre-printed on form.
2.	To be completed by federal agency--contracting office mailing address.

### Contractor completes items 3-15:

3. Enter complete contractor's name
4. Enter date of request.
5. Enter government's contract number.
6. Enter date bid opened. Obtain from prime contractor. If not sure, call Contracting Officer to obtain.
7. Enter date of prime's contract award. If not sure, call Contracting Officer to obtain.
8. Enter date prime's contract work started.
9. Enter date contract option was exercised (if applicable).
10. Enter name and address of subcontractor (if any).
11. Enter summary of project's statement of work.
12. Enter location of project work (city, county, and state).
13. List numbers and dates of all applicable wage determinations (consult contract).
- 13a. List proposed classification-painter—specify if it's a special type such as roller, spray, etc. For a power equipment operator, show type of equipment, horsepower, size of bucket, equipment weight, etc.
- 13b. Enter the proposed wage rate.
- 13c. Enter the required fringe benefits already established on the applicable wage determination.
14. Enter the signature(s) and title(s) of the subcontractor's representative, if any. (Attach additional sheet if necessary.)
15. Enter the signature and title of the prime contractor representative.
16. Signature and title of affected employee. If there is an official representative of the employees who are working under the proposed conformed rates, contact that individual and inform him/her of the conformance proposal. Ask that individual to sign block 16 on SF-1444, and indicate whether or not there is agreement with the conformance proposal, and the reasons for the position. Also, make sure the block in item 16 is checked.
  - A. If there is no duly elected representative (such as a union rep.), ask each employee working in the class being conformed to sign a separate sheet, indicating agreement or disagreement with the proposal. These employees also must be offered an opportunity to explain their position(s).
  - B. If no employees have been hired yet or no representative is available, indicate in block 16.

Once the contractor has completed the form, send it to the Contractor Industrial Relations Technician that receives the certified payroll. DO NOT send directly to the Department of Labor's Wage and Hour Division.

The Federal agency Contracting Officer completes the bottom of the form.

NOTE: The Department of Labor generally will not approve requests for apprentices, trainees and foreman. Apprentices or trainees (by whatever name) are permitted to work at a rate less

**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))



U.S. Wage and Hour Division

Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR  OR SUBCONTRACTOR  ADDRESS OMB No.: 1235-0008  
Expires: 01/31/2015

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX		OTHER	TOTAL DEDUCTIONS	
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7-2

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210



**Department of Labor  
Wage and Hour Division (WHD)**

**INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347**

**General:** Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a) (3) (ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

**Contractor or Subcontractor:** Fill in your firm's name and check appropriate box.

**Address:** Fill in your firm's address.

**Payroll No.:** Beginning with the number "1", list the payroll number for the submission.

**For Week Ending:** List the workweek ending date.

**Project and Location:** Self-explanatory.

**Project or Contract No.:** Self-explanatory.

Figure 7-2A (continued)

**Column 1 - Name and Individual Identifying Number of Worker:** Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted. Employee contact information must be made available upon request.

**Column 2 - No. of Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, submit a SF 1444. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

**Column 4 - Hours worked:** List the day of the week and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

**Column 5 - Total:** Hours worked on this project.

**Column 6 - Rate of Pay (Including Fringe Benefits):** In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962, if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Figure 7-2A (continued)

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deductions are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe each deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

**Column 9 - Net Wages Paid for Week:** Self-explanatory.

**Totals** - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations (WH 347-Page 2):**

While the "statement of compliance" need not be notarized, the statement is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

**Items 1 and 2:** Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "*See* Deductions column in this payroll." *See* "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

**Item 4 FRINGE BENEFITS - Contractors who pay required fringe benefits:** If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

**Contractors who pay no fringe benefits:** If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each employee and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. It is not necessary to pay time and a half on cash paid in-lieu of fringe benefits; the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

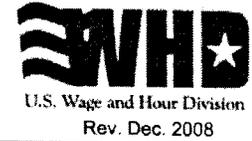
Figure 7-2A (continued)

### **Use of Section 4(c), Exceptions**

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll.

PAYROLL

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR  OR SUBCONTRACTOR  ADDRESS 123 JBLM Lane  
Berdecia, Inc. Fort Lewis, WA 98xxx  
PROJECT AND LOCATION  
FY11 Certified Payroll Project  
123 Army Lane, Fort Lewis  
PROJECT OR CONTRACT NO.  
W123DW-11-D-1234/0001  
OMB No.: 1215-0149  
Expires: 12/31/2011

PAYROLL NO. 5 FOR WEEK ENDING 09/09/2011

7-2A

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY		(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				SU	MO	TU	WE	TH	FR	SA					FICA	WITH- HOLDING TAX	L1	CHILD SUPPORT	OTHER		TOTAL DEDUCTIONS
				3	4	5	6	7	8	9											
Sarah Smith 1234	1	Laborer 3	O									\$29.66	\$1,067.76								
			S	8.00	7.00	8.00	8.00	5.00			36.00	29.66 0.00	\$1,598.54	\$123.15	\$56.32	\$12.88	\$50.00	\$126.99	\$369.34	\$1,229.20	
Joe Papila 4321	0	Equipment Operator 2	O									\$49.61	\$1,491.52								
			S	8.00	8.00	8.00		8.00			32.00	34.46 12.15	\$1,587.52	\$156.44	\$89.35	\$14.77	\$25.00	\$164.55	\$450.11	\$1,137.41	
			O																		
			S																		
			O																		
			S																		
			O																		
			S																		
			O																		
			S																		

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date 01/04/2011

I, Tamara Berdecia President  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by  
Berdecia, Inc. on the  
(Contractor or Subcontractor)

FY11 CERTIFIED PAYROLL PROJECT; that during the payroll period commencing on the  
(Building or Work)  
3rd day of September, 2011, and ending the 9th day of September, 2011,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Berdecia, Inc. from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

Smith- Child support \$50 + Garnishment \$126.99 = \$176.99

Papila- Child support \$25 + Employee Loan 164.50 = \$189.50

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Smith	\$8.46 paid to 76 Union Fringe Plan
Papila	\$13.15 paid to 54 Union Fringe Plan cash fringe \$2.00

REMARKS:

Please see enclosed fringe benefit plan as supplied by the union.

NAME AND TITLE

Tamara Berdecia-President

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

**STATEMENT OF COMPLIANCE**

*Form Approved  
OMB No. 1215-0149  
Expires June 30, 2000*

The public reporting burden for this collection of information is estimated to average 16 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services and Communications Directorate (1215-0149). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE ORGANIZATION. RETURN THE COMPLETED FORM TO THE CONTRACTING OFFICER.**

1. PAYROLL NUMBER 5	2. PAYROLL PAYMENT DATE (YYYYMMDD) 20110912	3. CONTRACT NUMBER W912DW-11-D-1234/0001	4. DATE (YYYYMMDD) 20110915
------------------------	--	---	--------------------------------

I, TAMARA BERDECIA, PRESIDENT do hereby state  
*(Name of signatory party) (Title)*

(1) That I pay or supervise the payment of the persons employed by BERDECIA, INC  
*(Contractor or subcontractor)*

on the F11 CERTIFIED PAYROLL PROJECT; that during the payroll period commencing on the 3RD day of  
*(Building or work)*  
SEPTEMBER, 2011, and ending the 9TH day of SEPTEMBER, 2011, all persons employed

on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said BERDECIA, INC. from the full weekly wages earned by any person  
*(Contractor or subcontractor)*

and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

SMITH- CHILD SUPPORT \$50 + GARNISHMENT \$126.99 = \$176.99

PAPILA- CHILD SUPPORT \$25 + EMPLOYEE LOAN \$164.50 = \$189.50

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

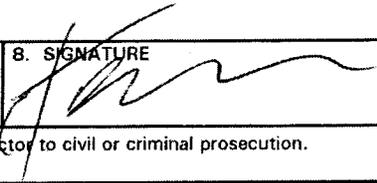
- Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (Craft)	EXPLANATION
Smith	\$8.46 paid to 76 Union Fringe Plan
Papila	\$13.15 paid to 54 Union Fringe Plan cash fringe \$2.00

**5. REMARKS**

Please see enclosed Fringe benefit plan enclosed as supplied by the union.

6. NAME (Last, First, Middle Initial) BERDECIA, TAMARA	7. TITLE PRESIDENT	8. SIGNATURE 
---	-----------------------	---

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

**STATEMENT AND ACKNOWLEDGMENT**

OMB No.: 9000-0014  
Expires: 6/30/2014

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat, (VIR), Regulatory and Federal Assistance Division, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0014), Washington, DC 20503.

**PART I - STATEMENT OF PRIME CONTRACTOR**

1. PRIME CONTRACT NO. <b>W911DW-10-F-0022</b>		2. DATE SUBCONTRACT AWARDED <b>11/15/2010</b>		3. SUBCONTRACT NUMBER	
4. PRIME CONTRACTOR			5. SUBCONTRACTOR		
a. NAME <b>PILON CONSTRUCTION (prime)</b>			a. NAME <b>SMITH AND ASSOCIATES (first tier contractor)</b>		
b. STREET ADDRESS <b>1234 STREET S</b>			b. STREET ADDRESS <b>4321 STREET E</b>		
c. CITY <b>TACOMA</b>		d. STATE <b>WA</b>	e. ZIP CODE <b>98444</b>	c. CITY <b>TACOMA</b>	
				d. STATE <b>WA</b>	e. ZIP CODE <b>98444</b>
6. The prime contract <input checked="" type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."					
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:					
a. NAME OF AWARDFIRM <b>THE CONTRACTOR'S NAME IN BOX 4</b>					
b. DESCRIPTION OF WORK BY SUBCONTRACTOR <b>SUBCONTRACTOR TO PROVIDE ALL SUPPLIES, MATERIALS AND LABOR TO INSTALL 12X12 FLOOR TILES PER SPECS IN ALL ROOMS IN BLDG. 27</b>					

8. PROJECT <b>FY11 PLAYHOUSE</b>		9. LOCATION <b>4TH AND LIGGETT, BLDG 27, JBLM, WA</b>	
10a. NAME OF PERSON SIGNING <b>NAME OF AUTHORIZED PERSON FROM BOX 4</b>		11. BY (Signature) 	12. DATE SIGNED <b>11/11/2011</b>
10b. TITLE OF PERSON SIGNING <b>SIGNATURE OF PERSON FROM BOX 4</b>			

**PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR**

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety Standards Act - Overtime	Davis-Bacon Act
Compensation - (If included in prime contract see Block 6)	Apprentices and Trainees
Payrolls and Basic Records	Compliance with Copeland Act Requirements
Withholding of Funds	Subcontracts (Labor Standards)
Disputes Concerning Labor Standards	Contract Termination - Debarment
Compliance with Davis-Bacon and Related Act Regulations	Certification of Eligibility

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A list any lower tier contractors here that box 5 hires	C		
B	D		
15a. NAME OF PERSON SIGNING subcontractor from box 5		16. BY (Signature) 	17. DATE SIGNED <b>11/20/2011</b>
15b. TITLE OF PERSON SIGNING subcontractor from box 5			

## STATEMENT AND ACKNOWLEDGMENT

OMB No.: 9000-0014  
Expires: 6/30/2014

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat, (VIR), Regulatory and Federal Assistance Division, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0014), Washington, DC 20503.

### PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO. <b>W911DW-10-F-0022</b>		2. DATE SUBCONTRACT AWARDED <b>01/15/2011</b>		3. SUBCONTRACT NUMBER <b>(Enter here if known)</b>	
4. PRIME CONTRACTOR			5. SUBCONTRACTOR		
a. NAME <b>PILON CONSTRUCTION (prime)</b>			a. NAME <b>CONTRACTING AND ASSOCIATES, INC. (lower tier sub)</b>		
b. STREET ADDRESS <b>1234 STREET S</b>			b. STREET ADDRESS <b>5678 STREET E</b>		
c. CITY <b>TACOMA</b>	d. STATE <b>WA</b>	e. ZIP CODE <b>98444</b>	c. CITY <b>TACOMA</b>	d. STATE <b>WA</b>	e. ZIP CODE <b>98444</b>
6. The prime contract <input checked="" type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."					
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:					
a. NAME OF AWARDFIRM <b>SMITH AND ASSOCIATES (hiring subcontractor for box 5, example Pilon hires Smith and Smith hires Contracting, Inc)</b>					
b. DESCRIPTION OF WORK BY SUBCONTRACTOR <b>REMOVE CURRENT FLOORING AND INSTALL SUBFLOORING IN BLDG 27</b>					

8. PROJECT <b>FY11 PLAYHOUSE</b>		9. LOCATION <b>FORT LEWIS, WA</b>	
10a. NAME OF PERSON SIGNING <b>NAME</b>		11. BY (Signature) 	12. DATE SIGNED <b>11/10/2010</b>
10b. TITLE OF PERSON SIGNING <b>AUTHORIZED PERSON FROM BOX 4</b>			

### PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>Contract Work Hours and Safety Standards Act - Overtime</li> <li>Compensation - (If included in prime contract see Block 6)</li> <li>Payrolls and Basic Records</li> <li>Withholding of Funds</li> <li>Disputes Concerning Labor Standards</li> <li>Compliance with Davis-Bacon and Related Act Regulations</li> </ul> | <ul style="list-style-type: none"> <li>Davis-Bacon Act</li> <li>Apprentices and Trainees</li> <li>Compliance with Copeland Act Requirements</li> <li>Subcontracts (Labor Standards)</li> <li>Contract Termination - Debarment</li> <li>Certification of Eligibility</li> </ul> |
|---|--|

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A (FILL OUT IF THERE IS A 3RD TIER)	C		
B	D <b>**other districts may do differently**</b>		
15a. NAME OF PERSON SIGNING <b>2ND Tier Subcontractor from box 5</b>		16. BY (Signature) 	17. DATE SIGNED <b>11/01/2011</b>
15b. TITLE OF PERSON SIGNING <b>2ND Tier Subcontractor from box 5</b>			

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

7-4B

STANDARD FORM 1413 (REV. 7/2005)  
Prescribed by GSA/FAR (48 CFR) 53.222(e)

# SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS

*(See instructions on reverse)*

OMB No: 9000-0006  
Expires: 03/31/2013

Public reporting burden for this collection of information is estimated to average 55.34 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Acquisition Policy Division, Regulatory Secretariat, GSA, Washington, DC 20405.

1. CORPORATION, COMPANY, OR SUBDIVISION COVERED			3. DATE SUBMITTED	
a. COMPANY NAME			4. REPORTING PERIOD FROM INCEPTION OF CONTRACT THRU: YEAR <input type="checkbox"/> MAR 31 <input type="checkbox"/> SEPT 30	
b. STREET ADDRESS				
c. CITY	d. STATE	e. ZIP CODE		
2. CONTRACTOR IDENTIFICATION NUMBER			5. TYPE OF REPORT <input type="checkbox"/> REGULAR <input type="checkbox"/> FINAL <input type="checkbox"/> REVISED	

6. ADMINISTERING ACTIVITY *(Please check applicable box)*

<input type="checkbox"/> ARMY	<input type="checkbox"/> GSA	<input type="checkbox"/> NASA
<input type="checkbox"/> NAVY	<input type="checkbox"/> DOE	<input type="checkbox"/> OTHER FEDERAL AGENCY <i>(Specify)</i>
<input type="checkbox"/> AIR FORCE	<input type="checkbox"/> DEFENSE CONTRACT MANAGEMENT AGENCY	

7. REPORT SUBMITTED AS <i>(Check one and provide appropriate number)</i>		8. AGENCY OR CONTRACTOR AWARDING CONTRACT		
<input type="checkbox"/> PRIME CONTRACTOR	PRIME CONTRACT NUMBER	a. AGENCY'S OR CONTRACTOR'S NAME		
	SUBCONTRACT NUMBER	b. STREET ADDRESS		
<input type="checkbox"/> SUBCONTRACTOR		c. CITY		
9. DOLLARS AND PERCENTAGES IN THE FOLLOWING BLOCKS:		d. STATE		
<input type="checkbox"/> DO INCLUDE INDIRECT COSTS	<input type="checkbox"/> DO NOT INCLUDE INDIRECT COSTS	e. ZIP CODE		

### SUBCONTRACT AWARDS

TYPE	CURRENT GOAL		ACTUAL CUMULATIVE	
	WHOLE DOLLARS	PERCENT	WHOLE DOLLARS	PERCENT
10a. SMALL BUSINESS CONCERNS <i>(Dollar Amount and Percent of 10c.) (SEE SPECIFIC INSTRUCTIONS)</i>				
10b. LARGE BUSINESS CONCERNS <i>(Dollar Amount and Percent of 10c.) (SEE SPECIFIC INSTRUCTIONS)</i>				
10c. TOTAL <i>(Sum of 10a and 10b.)</i>		100.0%		100.0%
11. SMALL DISADVANTAGED BUSINESS (SDB) CONCERNS <i>(Dollar Amount and Percent of 10c.) (SEE SPECIFIC INSTRUCTIONS)</i>				
12. WOMEN-OWNED SMALL BUSINESS (WOSB) CONCERNS <i>(Dollar Amount and Percent of 10c.) (SEE SPECIFIC INSTRUCTIONS)</i>				
13. HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (HBCU) AND MINORITY INSTITUTIONS (MI) <i>(If applicable) (Dollar Amount and Percent of 10c.) (SEE SPECIFIC INSTRUCTIONS)</i>				
14. HUBZone SMALL BUSINESS (HUBZone SB) CONCERNS <i>(Dollar Amount and Percent of 10c.) (SEE SPECIFIC INSTRUCTIONS)</i>				
15. VETERAN-OWNED SMALL BUSINESS CONCERNS <i>(Dollar Amount and Percent of 10c.) (SEE SPECIFIC INSTRUCTIONS)</i>				
16. SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERNS <i>(Dollar Amount and Percent of 10c.) (SEE SPECIFIC INSTRUCTIONS)</i>				
17. ALASKA NATIVE CORPORATIONS (ANCs) AND INDIAN TRIBES THAT HAVE NOT BEEN CERTIFIED BY THE SMALL BUSINESS ADMINISTRATION AS SMALL DISADVANTAGED BUSINESSES <i>(Dollar Amount) (SEE SPECIFIC INSTRUCTIONS)</i>				
18. ALASKA NATIVE CORPORATIONS (ANCs) AND INDIAN TRIBES THAT ARE NOT SMALL BUSINESSES <i>(Dollar Amount) (SEE SPECIFIC INSTRUCTIONS)</i>				

**SUMMARY SUBCONTRACT REPORT**  
*(See instructions on reverse)*

OMB No.: 9000-0007  
Expires: 03/31/2013

Public reporting burden for this collection of information is estimated to average 16.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VIR), Regulatory and Federal Assistance Division, GSA, Washington, DC 20405.

1. CORPORATION, COMPANY OR SUBDIVISION COVERED			3. DATE SUBMITTED		
a. COMPANY NAME			4. REPORTING PERIOD: YEAR		
b. STREET ADDRESS					
c. CITY		d. STATE	e. ZIP CODE	5. TYPE OF REPORT <input type="checkbox"/> REGULAR <input type="checkbox"/> FINAL <input type="checkbox"/> REVISED	
2. CONTRACTOR IDENTIFICATION NUMBER					
6. ADMINISTERING ACTIVITY (Please check applicable box)					
<input type="checkbox"/> ARMY	<input type="checkbox"/> DEFENSE CONTRACT MANAGEMENT AGENCY	<input type="checkbox"/> DOE			
<input type="checkbox"/> NAVY	<input type="checkbox"/> NASA	<input type="checkbox"/> OTHER FEDERAL AGENCY (Specify)			
<input type="checkbox"/> AIR FORCE	<input type="checkbox"/> GSA				
7. REPORT SUBMITTED AS (Check one)			8. TYPE OF PLAN		
<input type="checkbox"/> PRIME CONTRACTOR	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> COMMERCIAL PRODUCTS		IF PLAN IS A COMMERCIAL PLAN, SPECIFY THE PERCENTAGE OF THE DOLLARS ON THIS REPORT ATTRIBUTABLE TO THIS AGENCY.	
<input type="checkbox"/> SUBCONTRACTOR					
<input type="checkbox"/> BOTH					
9. CONTRACTOR'S MAJOR PRODUCTS OR SERVICE LINES					
a			b		

**CUMULATIVE FISCAL YEAR SUBCONTRACT AWARDS (Report cumulative figures for reporting period in Block 4)**

TYPE	WHOLE DOLLARS	PERCENT (To nearest tenth of a %)
10a. SMALL BUSINESS CONCERNS (Dollar Amount and Percent of 10c). (SEE SPECIFIC INSTRUCTIONS)		
10b. LARGE BUSINESS CONCERNS (Dollar Amount and Percent of 10c). (SEE SPECIFIC INSTRUCTIONS)		
10c. TOTAL (Sum of 10a and 10b).		100.0%
11. SMALL DISADVANTAGED BUSINESS CONCERNS (SDB) (Dollar Amount and Percent of 10c). (SEE SPECIFIC INSTRUCTIONS)		
12. WOMEN-OWNED SMALL BUSINESS (WOSB) CONCERNS (Dollar Amount and Percent of 10c). (SEE SPECIFIC INSTRUCTIONS)		
13. HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (HBCU) AND MINORITY INSTITUTIONS (If Applicable) (Dollar Amount and Percent of 10c). (SEE SPECIFIC INSTRUCTIONS)		
14. HUBZONE SMALL BUSINESS (HUBZone SB) CONCERNS (Dollar Amount and Percent of 10c). (SEE SPECIFIC INSTRUCTIONS)		
15. VETERAN-OWNED SMALL BUSINESS (VOSB) CONCERNS (Dollar Amount and Percent of 10c). (SEE SPECIFIC INSTRUCTIONS)		
16. SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERNS (Dollar Amount and Percent of 10c). (SEE SPECIFIC INSTRUCTIONS)		
17. ALASKA NATIVE CORPORATIONS (ANCs) AND INDIAN TRIBES THAT HAVE NOT BEEN CERTIFIED BY THE SMALL BUSINESS ADMINISTRATION AS SMALL DISADVANTAGED BUSINESSES (Dollar Amount) (SEE SPECIFIC INSTRUCTIONS)		
18. ALASKA NATIVE CORPORATIONS (ANCs) AND INDIAN TRIBES THAT ARE NOT SMALL BUSINESSES (Dollar Amount) (SEE SPECIFIC INSTRUCTIONS)		

**19. CONTRACTOR'S OFFICIAL WHO ADMINISTERS SUBCONTRACTING PROGRAM**

a. NAME	b. TITLE	c. TELEPHONE NUMBER	
		AREA CODE	NUMBER

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# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

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## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

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THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

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**PREVAILING WAGES** You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

**OVERTIME** You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

**ENFORCEMENT** Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

**APPRENTICES** Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

**PROPER PAY** If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

# Equal Employment Opportunity is **THE LAW**

## **Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations**

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

82 Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).

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## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### **DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

### **RETALIATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

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## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

## EEO-1 JOINT REPORTING COMMITTEE

- Equal Employment Opportunity Commission
- Office of Federal Contract Compliance Programs

O.M.B. No. 3046-0007  
Approval Expires 1/2009

## EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

WASHINGTON, D.C. 20507

## EQUAL EMPLOYMENT OPPORTUNITY

STANDARD FORM 100, REV. January 2006, EMPLOYER INFORMATION REPORT EEO-1

## INSTRUCTION BOOKLET

The Employer Information EEO-1 survey is conducted annually under the authority of Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, et. seq., as amended. All employers with 15 or more employees are covered by Title VII and are required to keep employment records as specified by Commission regulations. Based on the number of employees and federal contract activities, certain large employers are required to file an EEO-1 report on an annual basis.

See the Appendix for the applicable provisions of the law, Section 709(c) of Title VII, and the applicable regulations, Sections 1602.7-1602.14, Chapter XIV, Title 29 of the Code of Federal Regulations. State and local governments, school systems and educational institutions are covered by other employment surveys and are excluded from Standard Form 100, Employer Information Report EEO-1.

In the interests of consistency, uniformity and economy, Standard Form 100 has been jointly developed by the Equal Employment Opportunity Commission and the Office of Federal Contract Compliance Programs of the U. S. Department of Labor, as a single form which meets the statistical needs of both programs. In addition, this form should be a valuable tool for companies to use in evaluating their own internal programs for insuring equal employment opportunity.

As stated above, the filing of Standard Form 100 is required by law; *it is not voluntary*. Under section 709(c) of Title VII, the Equal Employment Opportunity Commission may compel an employer to file this form by obtaining an order from the United States District Court.

Under Section 209(a) of Executive Order 11246, the penalties for failure by a federal contractor or subcontractor to comply may include termination of the federal government contract and debarment from future federal contracts.

### 1. WHO MUST FILE

Standard Form 100 must be filed by —

(A) All private employers who are: (1) subject to Title VII of the Civil Rights Act of 1964, as amended, with 100 or more employees **EXCLUDING** State and local governments, primary

and secondary school systems, institutions of higher education, Indian tribes and tax-exempt private membership clubs other than labor organizations; OR (2) subject to Title VII who have fewer than 100 employees if the company is owned or affiliated with another company, or there is centralized ownership, control or management (such as central control of personnel policies and labor relations) so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who: (1) are not exempt as provided for by 41 CFR 60-1.5; (2) have 50 or more employees; **and** (a) are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or (b) serve as a depository of government funds in any amount, or (c) is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Notes.

Only those establishments located in the District of Columbia and the 50 states are required to submit Standard Form 100. No reports should be filed for establishments in Puerto Rico, the Virgin Islands or other American Protectorates.

### 2. HOW TO FILE

**NOTE: Submission of EEO-1 data through the *EEO-1 Online Filing System* or as an electronically transmitted data file is strongly preferred. See paragraph 6, "EEO-1 Alternate Reporting Formats."**

**Single-establishment employers**, i.e., employers doing business at only one establishment in one location must complete a single EEO-1 online data record or submit a single EEO-1 paper report.

**Multi-establishment employers**, i.e., employers doing business at more than one establishment, must complete online: (1) a report covering the principal or headquarters office; (2) a separate report for EACH establishment employing 50 or more persons; and (3) a separate report (Type 8 record) for each establishment employing fewer than 50 employees, OR an

Establishment List (Type 6 record), showing the name, address, and total employment for each establishment employing fewer than 50 persons, including a Type 6 employment data grid that combines all employees working at establishments employing fewer than 50 employees by race, sex, and job category. For the EEO-1 online application, keyed employment data automatically transfers to the overall Consolidated Report.

The total number of employees indicated on the headquarters report, **PLUS** the establishment reports, **PLUS** the list of establishments employing fewer than 50 employees, **MUST** equal the total number of employees shown on the Consolidated Report.

Employment data for multi-establishment companies, including parent corporations and their subsidiary holdings, must report all employees working at each company establishment or subsidiary establishment. For the purposes of this report, the term **parent corporation** refers to any corporation which owns all or the majority stock of another corporation so that the latter relates to it as a subsidiary.

### 3. WHEN TO FILE

This annual report must be filed not later than September 30. Employment figures from any pay period in July through September may be used.

### 4. WHERE TO FILE [Paper EEO-1 form(s) ONLY]

Mail one copy to the address indicated in the annual survey mailout memorandum.

### 5. REQUESTS FOR INFORMATION AND SPECIAL PROCEDURES

An employer who claims that preparation or the filing of Standard Form 100 would create undue hardship may apply to the Commission for a special reporting procedure. In such cases, the employer must submit **in writing** a detailed alternative proposal for compiling and reporting information to: **The EEO-1 Coordinator, EEOC-Survey Division, 1801 L Street, NW, Washington, DC 20507.**

Only those special procedures approved **in writing** by the Commission are authorized. Such authorizations remain in effect until notification of cancellation is given. All requests for information should be sent to the address above.

### 6. EEO-1 ALTERNATE REPORTING FORMATS

EEO-1 reporting is an electronic, online application. Pursuant to the Government Paperwork Elimination Act of 1998, we **STRONGLY** recommend that EEO-1 reports be submitted via the *EEO-1 Online Filing System*, or as an electronically transmitted data file. A copy of the **prescribed** EEO-1 data file format is available at the website address in the survey mailout memorandum; or by calling the telephone number or writing to the address in the survey mailout memorandum. *Paper EEO-1 forms will be generated on request only, in extreme cases where Internet access is not available to the employer.* An EEO-1 report submitted on paper must be prepared following the directions in paragraph 2, "HOW TO FILE".

## 7. CONFIDENTIALITY

All reports and information from individual reports will be kept confidential, as required by Section 709(e) of Title VII. Only data aggregating information by industry or area, in such a way as not to reveal any particular employer's statistics, will be made public. The prohibition against disclosure mandated by Section 709(e) does not apply to the Office of Federal Contract Compliance Programs and contracting agencies of the federal government which require submission of SF 100 pursuant to Executive Order 11246. Reports from prime contractors and subcontractors doing business with the federal government may not be confidential under Executive Order 11246.

## 8. ESTIMATE OF BURDEN

Public reporting burden for this collection of information is estimated to average three and five tenths (3.5) hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. A response is defined as one survey form. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to:

The EEOC Clearance Officer  
Office of the Chief Financial Officer and Administrative Services – Room 2100  
1801 L Street, N.W.  
Washington, D.C. 20507

AND

Paperwork Reduction Project (3046-0007)  
Office of Management and Budget  
Washington, D.C. 20503

The full text of the OMB regulations may be found at 5 CFR Part 1320. **PLEASE DO NOT SEND YOUR COMPLETED REPORT TO EITHER OF THESE ADDRESSES.**

### EEO-1 Terms Applicable To All Reporting Formats

#### Type of Report (Status Code)

- 1– Single-establishment company
- Multi-establishment company
- 2– Consolidated Report (Required)
- 3 – Headquarters Report (Required)
- 4 – Establishment Report (50 or more employees)
- 6 – Establishment List (Option 1)
- 8 – Establishment Report (less than 50 employees) (Option 2)

## Company Identification

Refers to the company name and address of the headquarters office of the multi-establishment company (Report Types 2 and 3); or the establishment name and address.

## Employers Who Are Required To File

Questions 1, 2 and 3 **MUST** be answered by all employers. If the answer to Question C-3 is “Yes”, please enter the company’s Dun and Bradstreet identification number if the company has one. If the answer is “Yes” to question 1, 2, or 3, complete the entire form. Otherwise skip to Section G.

## Employment Data

Employment data must include **ALL** full-time and part-time employees who were employed during the selected payroll period, except those employees specifically excluded as indicated in the Appendix. Employees must be counted by sex and race or ethnic category for each of the ten occupational categories and subcategories. See Appendix for detailed explanation of job categories and race and ethnic identification.

Every employee must be accounted for in one and **ONLY** one of the categories in Columns A thru N.

Occupational Data—Employment data must be reported by job category. Report each employee in only one job category. In order to simplify and standardize the method of reporting, all jobs are considered as belonging in one of the broad occupations shown in the table. To assist you in determining where to place your jobs within the occupational categories, a description of job categories is in the *EEO-1 Job Classification Guide* or you may consult the “EEO-1-Census Codes Cross Walk” on the Commission’s web site. For further clarification, you may wish to consult the Alphabetical and Classified Indices of Industries and Occupations (2000 Census) published by the U.S. Department of Commerce, Census Bureau.

## Establishment Information

The major activity should be sufficiently descriptive to identify the industry and product produced or service provided. If an establishment is engaged in more than one activity, describe the activity at which the **greatest** number of employees work.

**The description of the major activity indicated on the Headquarters’ Report (Type 3) must reflect the dominant economic activity of the company in which the greatest number of employees are engaged.**

## Remarks

Include in this section any remarks, explanations, or other pertinent information regarding this report.

## Certification

If all reports have been completed at headquarters, the authorized official should check Item 1 and sign the Consolidated Report only. If the reports have been completed by the individual establishments, the authorized official should check Item 2 and sign the establishment report.

## APPENDIX

### 1. DEFINITIONS APPLICABLE TO ALL EMPLOYERS

*a.* “Commission” refers to the Equal Employment Opportunity Commission.

*b.* “OFCCP” refers to the Office of Federal Contract Compliance Programs, U.S. Department of Labor, established to implement Executive Order 11246, as amended.

*c.* “Joint Reporting Committee” is the committee representing the Commission and OFCCP for the purpose of administering this report system.

*d.* “Employer” under Section 701(b), Title VII of the Civil Rights Act of 1964, as amended, means a person engaged in an industry affecting commerce who has fifteen or more employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar year, and any agent of such a person, but such term does not include the United States, a corporation wholly owned by the government of the United States, an Indian tribe, or any department or agency of the District of Columbia subject by statute to procedures of the competitive service (as defined in section 2102 of Title 5 of the United States Code), or a bona fide private membership club (other than a labor organization) which is exempt from taxation under Section 501(c) of the Internal Revenue Code of 1954; OR any person or entity subject to Executive Order 11246 who is a federal government prime contractor or subcontractor at any tier (including a bank or other establishment serving as a depository of federal government funds, or an issuing and paying agent of U.S. Savings Bonds and Notes, or a holder of a federal government bill of lading) or a federally-assisted construction prime contractor or subcontractor at any tier.

*e.* “Employee” means any individual on the payroll of an employer who is an employee for purposes of the employer’s withholding of Social Security taxes except insurance sales agents who are considered to be employees for such purposes solely because of the provisions of 26 USC 3121 (d) (3) (B) (the Internal Revenue Code). Leased employees are included in this definition. Leased Employee means a permanent employee provided by an employment agency for a fee to an outside company for which the employment agency handles all personnel tasks including payroll, staffing, benefit payments and compliance reporting. The employment agency shall, therefore, include leased employees in its EEO-1 report. The term “employee” SHALL NOT include persons who are hired on a casual basis for a specified time, or for the duration of a specified job (for example, persons at a construction site whose employment relationship is expected to terminate with the end of the employee’s work at the site); persons temporarily employed in any industry other than construction, such as temporary office workers, mariners, stevedores, lumber yard workers, etc., who are hired through a hiring hall or other referral arrangement, through an employee contractor or agent, or by some individual hiring arrangement, or persons (**EXCEPT** leased employees) on the payroll of an employment agency who are referred by such agency for work to be performed on the premises of another employer under that employer’s direction and control.

It is the opinion of the General Counsel of the Commission that Section 702, Title VII of the Civil Rights Act of 1964, as

amended, does not authorize a complete exemption of religious organizations from the coverage of the Act or of the reporting requirements of the Commission. The exemption for religious organizations applies to discrimination on the basis of religion. Therefore, since the Standard Form 100 does not provide for information as to the religion of employees, religious organizations must report all information required by this form.

f. "Commerce" means trade, traffic, commerce, transportation, transmission, or communication among the several States; or between a State and any place outside thereof; or within the District of Columbia, or a possession of the United States; or between points in the same State but through a point outside thereof.

g. "Industry Affecting Commerce" means any activity, business or industry in commerce or in which a labor dispute would hinder or obstruct commerce or the free flow of commerce and includes any activity or industry "affecting commerce" within the meaning of the Labor Management Reporting and Disclosure Act of 1959. Any employer of 15 or more persons is presumed to be in an "industry affecting commerce."

h. "Establishment" is an economic unit which produces goods or services, such as a factory, office, store, or mine. In most instances, the establishment is at a single physical location and is engaged in one, or predominantly one, type of economic activity. (definition adapted from the *North American Industry Classification System - 2002*).

Units at different physical locations, even though engaged in the same kind of business operation, must be reported as separate establishments. For locations involving construction, transportation, communications, electric, gas, and sanitary services, oil and gas fields, and similar types of physically dispersed industrial activities, however, it is not necessary to list separately each individual site, project, field, line, etc., unless it is treated by you as a separate legal entity. For these types of activities, list as establishments only those relatively permanent main or branch offices, terminals, stations etc., which are either: (a) directly responsible for supervising such dispersed activities; or (b) the base from which personnel and equipment operate to carry out these activities. (Where these dispersed activities cross State lines, at least one such "establishment" should be listed for each State involved.)

i. "Major Activity" means the major product or group of products produced or handled, or services rendered by the reporting unit (e.g., manufacturing airplane parts, retail sales of office furniture) in terms of the activity at which the greatest number of all employees work. The description includes the type of product manufactured or sold or the type of service provided.

## 2. DEFINITIONS APPLICABLE ONLY TO GOVERNMENT CONTRACTORS SUBJECT TO EXECUTIVE ORDER 11246

a. "Order" means Executive Order 11246, as amended.

b. "Contract" means any government contract or any federally-assisted construction contract.

c. "Prime Contractor" means any employer having a government contract or any federally-assisted construction contract, or any employer serving as a depository of federal government funds.

d. "Subcontractor" means any employer having a contract with a prime contractor or another subcontractor calling for supplies or

services required for the performance of a government contract or federally assisted construction contract.

e. "Contracting Agency" means any department, agency and establishment in the executive branch of the government, including any wholly-owned government corporation, which enters into contracts.

f. "Administering Agency" means any department, agency and establishment in the executive branch of the government, including any wholly-owned government corporation, which administers a program involving federally-assisted construction contracts.

## 3. RESPONSIBILITIES OF PRIME CONTRACTORS

a. At the time of an award of a subcontract subject to these reporting requirements, the prime contractor shall inform the subcontractor of its responsibility to submit annual EEO-1 employment data in accordance with these instructions.

b. If prime contractors are required by their Contracting Officer or subcontractors by their prime contractors, to submit notification of filing, they shall do so by ordinary correspondence. However, such notification is not required by and should not be sent to the Joint Reporting Committee.

## 4. RACE AND ETHNIC IDENTIFICATION

Self-identification is the preferred method of identifying the race and ethnic information necessary for the EEO-1 report. Employers are required to attempt to allow employees to use self-identification to complete the EEO-1 report. If an employee declines to self-identify, employment records or observer identification may be used.

Where records are maintained, it is recommended that they be kept separately from the employee's basic personnel file or other records available to those responsible for personnel decisions.

Race and ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. Definitions of the race and ethnicity categories are as follows:

**Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.

**White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

**Black or African American (Not Hispanic or Latino)** - A person having origins in any of the black racial groups of Africa.

**Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.

**Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.

**Instructions for assigning employees into the race/ethnic categories:**

**Hispanic or Latino** - Include all employees who answer YES to the question, "Are you Hispanic or Latino". Report all Hispanic males in Column A and Hispanic females in Column B.

**White (Not Hispanic or Latino)** - Include all employees who identify as White males in Column C and as White females in Column I.

**Black or African American (Not Hispanic or Latino)**- Include all employees who identify as Black males in Column D and as Black females in Column J.

**Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - Include all employees who identify as Native Hawaiian or Other Pacific Islander males in Column E and as Native Hawaiian or Other Pacific Islander females in Column K.

**Asian (Not Hispanic or Latino)** - Include all employees who identify as Asian males in Column F and as Asian females in Column L.

**American Indian or Alaska Native (Not Hispanic or Latino)** - Include all employees who identify as American Indian or Alaska Native males in Column G and as American Indian or Alaska Native females in Column M.

**Two or More Races (Not Hispanic or Latino)** - Report all male employees who identify with more than one of the above five races in Column H and all female employees who identify with more than one of the above five races in Column N.

As to the method of collecting data, the basic principles for ethnic and racial self-identification for purposes of the EEO-1 report are:

- (1) Offer employees the opportunity to self-identify
- (2) Provide a statement about the voluntary nature of this inquiry for employees. For example, language such as the following may be used (employers may adapt this language):

"The employer is subject to certain governmental recordkeeping and reporting requirements for the administration of civil rights laws and regulations. In order to comply with these laws, the employer invites employees to voluntarily self-identify their race or ethnicity. Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. The information obtained will be kept confidential and may only be used in accordance with the provisions of applicable laws, executive orders, and regulations, including those that require the information to be summarized and reported to the federal government for civil rights enforcement. When reported, data will not identify any specific individual."

## 5. DESCRIPTION OF JOB CATEGORIES

The major job categories are listed below, including a brief description of the skills and training required for occupations in that category and examples of the job titles that fit each category. The examples shown below are illustrative and not intended to be exhaustive of all job titles in a job category. These job categories are primarily based on the average skill level, knowledge, and responsibility involved in each occupation within the job category.

The Officials and Managers category as a whole is to be divided into the following two subcategories: Executive/Senior Level Officials and Managers and First/Mid Level Officials and Managers. These subcategories are intended to mirror the employer's own well established hierarchy of management positions. Small employers who may not have two well-defined hierarchical steps of management should report their management employees in the appropriate categories.

**Executive/Senior Level Officials and Managers.** Individuals who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services, within the parameters approved by boards of directors or other governing bodies. Residing in the highest levels of organizations, these executives plan, direct or coordinate activities with the support of subordinate executives and staff managers. They include, in larger organizations, those individuals within two reporting levels of the CEO, whose responsibilities require frequent interaction with the CEO. Examples of these kinds of managers are: chief executive officers, chief operating officers, chief financial officers, line of business heads, presidents or executive vice presidents of functional areas or operating groups, chief information officers, chief human resources officers, chief marketing officers, chief legal officers, management directors and managing partners.

**First/Mid Level Officials and Managers.** Individuals who serve as managers, other than those who serve as Executive/Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at group, regional or divisional levels of organizations. These managers receive directions from the Executive/Senior Level management and typically lead major business units. They implement policies, programs and directives of executive/senior management through subordinate managers and within the parameters set by Executive/Senior Level management. Examples of these kinds of managers are: vice presidents and directors, group, regional or divisional controllers; treasurers; human resources, information systems, marketing, and operations managers. The First/Mid Level Officials and Managers subcategory also includes those who report directly to middle managers. These individuals serve at functional, line of business segment or branch levels and are responsible for directing and executing the day-to-day operational objectives of enterprises/organizations, conveying the directions of higher level officials and managers to subordinate personnel and, in some instances, directly supervising the activities of exempt and non-exempt personnel. Examples of these kinds of managers are: first-line managers; team managers; unit managers; operations and production managers; branch managers; administrative services managers; purchasing and transportation managers; storage and distribution managers; call center or customer service managers; technical support managers; and brand or product managers.

**Professionals.** Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications. Examples of these kinds of positions include: accountants and auditors; airplane pilots and flight engineers; architects; artists; chemists; computer programmers; designers; dietitians; editors; engineers; lawyers; librarians; mathematical scientists; natural scientists; registered nurses; physical scientists; physicians and surgeons; social scientists; teachers; and surveyors.

**Technicians.** Jobs in this category include activities that require applied scientific skills, usually obtained by post secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training,

certification, or comparable experience is required. Examples of these types of positions include: drafters; emergency medical technicians; chemical technicians; and broadcast and sound engineering technicians.

**Sales Workers.** These jobs include non-managerial activities that wholly and primarily involve direct sales. Examples of these types of positions include: advertising sales agents; insurance sales agents; real estate brokers and sales agents; wholesale sales representatives; securities, commodities, and financial services sales agents; telemarketers; demonstrators; retail salespersons; counter and rental clerks; and cashiers.

**Administrative Support Workers.** These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings. Examples of these types of positions include: office and administrative support workers; bookkeeping; accounting and auditing clerks; cargo and freight agents; dispatchers; couriers; data entry keyers; computer operators; shipping, receiving and traffic clerks; word processors and typists; proofreaders; desktop publishers; and general office clerks.

**Craft Workers** (formerly Craft Workers (Skilled)). Most jobs in this category includes higher skilled occupations in construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include: boilermakers; brick and stone masons; carpenters; electricians; painters (both construction and maintenance); glaziers; pipelayers, plumbers, pipefitters and steamfitters; plasterers; roofers; elevator installers; earth drillers; derrick operators; oil and gas rotary drill operators; and blasters and explosive workers. This category also includes occupations related to the installation, maintenance and part replacement of equipment, machines and tools, such as: automotive mechanics; aircraft mechanics; and electric and electronic equipment repairers. This category also includes some production occupations that are distinguished by the high degree of skill and precision required to perform them, based on clearly defined task specifications, such as: millwrights; etchers and engravers; tool and die makers; and pattern makers.

**Operatives** (formerly Operatives (Semi-skilled)). Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include: textile machine workers; laundry and dry cleaning workers; photographic process workers; weaving machine operators; electrical and electronic equipment assemblers; semiconductor processors; testers, graders and sorters; bakers; and butchers and other meat, poultry and fish processing workers. This category also includes occupations of generally intermediate skill levels that are concerned with operating and controlling equipment to facilitate the movement of people or materials, such as: bridge and lock tenders; truck, bus or taxi drivers; industrial truck and tractor (forklift) operators; parking lot attendants; sailors; conveyor operators; and hand packers and packagers.

**Laborers and Helpers** (formerly Laborers (Unskilled)). Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment. Examples include: production and construction worker helpers; vehicle and equipment cleaners; laborers; freight, stock and material movers; service station attendants; construction laborers; refuse and recyclable materials collectors; septic tank servicers; and sewer pipe cleaners.

**Service Workers.** Jobs in this category include food service, cleaning service, personal service, and protective service activities. Skill may be acquired through formal training, job-related training or direct experience. Examples of food service positions include:

cooks; bartenders; and other food service workers. Examples of personal service positions include: medical assistants and other healthcare support positions; hairdressers; ushers; and transportation attendants. Examples of cleaning service positions include: cleaners; janitors; and porters. Examples of protective service positions include: transit and railroad police and fire fighters; guards; private detectives and investigators.

## 6. LEGAL BASIS FOR REQUIREMENTS

### SECTION 709(c), TITLE VII, CIVIL RIGHTS ACT OF 1964, AS AMENDED

#### Recordkeeping; reports

Every employer, employment agency, and labor organization subject to this title shall (1) make and keep such records relevant to the determinations of whether unlawful employment practices have been or are being committed, (2) preserve such records for such periods, and (3) make such reports therefrom as the Commission shall prescribe by regulation or order, after public hearing, as reasonable, necessary, or appropriate for the enforcement of this title or the regulations or orders thereunder. The Commission shall, by regulation, require each employer, labor organization, and joint labor-management committee subject to this title which controls an apprenticeship or other training program to maintain such records as are reasonably necessary to carry out the purposes of this title, including, but not limited to, a list of applicants who wish to participate in such program, including the chronological order in which applications were received, and to furnish to the Commission upon request, a detailed description of the manner in which persons are selected to participate in the apprenticeship or other training program. Any employer, employment agency, labor organization, or joint labor-management committee which believes that the application to it of any regulation or order issued under this section would result in undue hardship may apply to the Commission for an exemption from the application of such regulation or order, and, if such application for an exemption is denied, bring a civil action in the United States District Court for the district where such records are kept. If the Commission or the court, as the case may be, finds that the application of the regulation or order to the employer, employment agency, or labor organization in question would impose an undue hardship, the Commission or the court, as the case may be, may grant appropriate relief. If any person required to comply with the provisions of this subsection fails or refuses to do so, the United States District Court for the district in which such person is found, resides, or transacts business, shall, upon application of the Commission, or the Attorney General in a case involving a government, governmental agency or political subdivision, have jurisdiction to issue to such person an order requiring him to comply.

### TITLE 29, CHAPTER XIV CODE OF FEDERAL REGULATIONS

*NOTE: A few aspects of the following regulations will need to be revised to conform with the EEO-1 Report to be used beginning with the 2007 reporting period.*

#### Subpart B—Employer Information Report

§1602.7 Requirement for filing of report.

On or before September 30 of each year, every employer that is subject to Title VII of the Civil Rights Act of 1964, as amended,

and that has 100 or more employees, shall file with the Commission or its delegate executed copies of Standard Form 100, as revised (otherwise known as “Employer Information Report EEO-1”), in conformity with the directions set forth in the form and accompanying instructions. Notwithstanding the provisions of §1602.14, every such employer shall retain at all times at each reporting unit, or at company or divisional headquarters, a copy of the most recent report filed for each such unit and shall make the same available if requested by an officer, agent, or employee of the Commission under the authority of section 710 of Title VII. Appropriate copies of Standard Form 100 in blank will be supplied to every employer known to the Commission to be subject to the reporting requirements, but it is the responsibility of all such employers to obtain necessary supplies of the form from the Commission or its delegate prior to the filing date.

§1602.8 Penalty for making of willfully false statements on report.

The making of willfully false statements on Report EEO-1 is a violation of the United States Code, Title 18, section 1001, and is punishable by fine or imprisonment as set forth therein.

§ 1602.9 Commission’s remedy for employer’s failure to file report.

Any employer failing or refusing to file Report EEO-1 when required to do so may be compelled to file by order of a U.S. District Court, upon application of the Commission.

§ 1602.10 Employer’s exemption from reporting requirements.

If an employer claims that the preparation or filing of the report would create undue hardship, the employer may apply to the Commission for an exemption from the requirements set forth in this part, according to instruction 5. If an employer is engaged in activities for which the reporting unit criteria described in section 5 of the instructions are not readily adaptable, special reporting procedures may be required. If an employer seeks to change the date for filing its Standard Form 100 or seeks to change the period for which data are reported, an alternative reporting date or period may be permitted. In such instances, the employer should so advise the Commission by submitting to the Commission or its delegate a specific written proposal for an alternative reporting system prior to the date on which the report is due.

§ 1602.11 Additional reporting requirements.

The Commission reserves the right to require reports, other than that designated as the Employer Information Report EEO-1, about the employment practices of individual employers or groups of employers whenever, in its judgment, special or supplemental reports are necessary to accomplish the purposes of Title VII or the Americans with Disabilities Act (ADA). Any system for the requirement of such reports will be established in accordance with the procedures referred to in section 709(c) of Title VII or section 107 of the ADA and as otherwise prescribed by law.

Subpart C—Recordkeeping by Employers

§ 1602.12 Records to be made or kept.

The Commission has not adopted any requirement, generally applicable to employers, that records be made or kept. It reserves

the right to impose recordkeeping requirements upon individual employers or groups of employers subject to its jurisdiction whenever, in its judgment, such records (a) are necessary for the effective operation of the EEO-1 reporting system or of any special or supplemental reporting system as described above; or (b) are further required to accomplish the purposes of Title VII or the ADA. Such recordkeeping requirements will be adopted in accordance with the procedures referred to in section 709(c) of Title VII, or section 107 of the ADA, and otherwise prescribed by law.

§ 1602.13 Records as to racial or ethnic identity of employees.

Employers may acquire the information necessary for completion of items 5 and 6 of Report EEO-1 either by visual surveys of the work force, or at their option, by the maintenance of post-employment records as to the identity of employees where the same is permitted by State law. In the latter case, however, the Commission recommends the maintenance of a permanent record as to the racial or ethnic identity of an individual for purpose of completing the report form only where the employer keeps such records separately from the employee’s basic personnel form or other records available to those responsible for personnel decisions, e.g., as part of an automatic data processing system in the payroll department.

§ 1602.14 Preservation of records made or kept.

Any personnel or employment record made or kept by an employer (including but not necessarily limited to requests for reasonable accommodation, application forms submitted by applicants and other records having to do with hiring, promotion, demotion, transfer, lay-off or termination, rates of pay or other terms of compensation, and selection for training or apprenticeship) shall be preserved by the employer for a period of one year from the date of the making of the record or the personnel action involved, whichever occurs later. In the case of involuntary termination of an employee, the personnel records of the individual terminated shall be kept for a period of one year from the date of termination. Where a charge of discrimination has been filed, or an action brought by the Commission or the Attorney General, against an employer under Title VII or the ADA, the respondent employer shall preserve all personnel records relevant to the charge or action until final disposition of the charge or the action. The term “personnel records relevant to the charge,” for example, would include personnel or employment records relating to the aggrieved person and to all other employees holding positions similar to that held or sought by the aggrieved person and application forms or test papers completed by an unsuccessful applicant and by all other candidates for the same position as that for which the aggrieved person applied and was rejected. The date of *final disposition of the charge or the action* means the date of expiration of the statutory period within which the aggrieved person may bring an action in a U. S. District Court or, where an action is brought against an employer either by the aggrieved person, the Commission, or by the Attorney General, the date on which such litigation is terminated.

- Joint Reporting Committee
- Equal Employment Opportunity Commission
- Office of Federal Contract Compliance Programs (Labor)

## EQUAL EMPLOYMENT OPPORTUNITY

### EMPLOYER INFORMATION REPORT EEO-1

Standard Form 100  
REV. 01/2006

O.M.B. No. 3048-0007  
EXPIRES 01/2009  
100-214

#### Section A—TYPE OF REPORT

Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX).

- |  |  |
|--|--|
| <p>(1) <input type="checkbox"/> Single-establishment Employer Report</p> | <p>Multi-establishment Employer:</p> <p>(2) <input type="checkbox"/> Consolidated Report (Required)</p> <p>(3) <input type="checkbox"/> Headquarters Unit Report (Required)</p> <p>(4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 50 or more employees)</p> <p>(5) <input type="checkbox"/> Special Report</p> |
|--|--|

2. Total number of reports being filed by this Company (Answer on Consolidated Report only) \_\_\_\_\_

#### Section B—COMPANY IDENTIFICATION (To be answered by all employers)

1. Parent Company					OFFICE USE ONLY
a. Name of parent company (owns or controls establishment in item 2) omit if same as label					a.
Address (Number and street)					b.
City or town	State	ZIP code			c.
2. Establishment for which this report is filed. (Omit if same as label)					
a. Name of establishment					d.
Address (Number and street)	City or Town	County	State	ZIP code	e.
b. Employer identification No. (IRS 9-DIGIT TAX NUMBER)					f.
c. Was an EEO-1 report filed for this establishment last year? <input type="checkbox"/> Yes <input type="checkbox"/> No					

#### Section C—EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)

<input type="checkbox"/> Yes <input type="checkbox"/> No	1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?
<input type="checkbox"/> Yes <input type="checkbox"/> No	2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?
<input type="checkbox"/> Yes <input type="checkbox"/> No	3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-1.5, AND either (1) is a prime government contractor or first-tier subcontractor, and has a contract, subcontract, or purchase order amounting to \$50,000 or more, or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes?
<p>If the response to question C-3 is yes, please enter your Dun and Bradstreet identification number (if you have one):</p> <input style="width: 100px;" type="text"/>	

NOTE: If the answer is yes to questions 1, 2, or 3, complete the entire form, otherwise skip to Section G.

**Section D-EMPLOYMENT DATA**

Employment at this establishment - Report all permanent full- and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Job Categories	Number of Employees (Report employees in only one category)														Total Col A - N		
	Hispanic or Latino		Race/Ethnicity										Not-Hispanic or Latino				
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races			
Executive/Senior Level Officials and Managers	1.1																
First/Mid-Level Officials and Managers	1.2																
Professionals	2																
Technicians	3																
Sales Workers	4																
Administrative Support Workers	5																
Craft Workers	6																
Operatives	7																
Laborers and Helpers	8																
Service Workers	9																
TOTAL	10																
PREVIOUS YEAR TOTAL	11																

1. Date(s) of payroll period used: \_\_\_\_\_ (Omit on the Consolidated Report.)

**Section E - ESTABLISHMENT INFORMATION** (Omit on the Consolidated Report.)

- What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)

**Section F - REMARKS**

Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information.

**Section G - CERTIFICATION**

- Check  1 All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
- one  2 This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official

Title

Signature

Date

Name of person to contact regarding this report

Title

Address (Number and Street)

City and State

Zip Code

Telephone No. (including Area Code and Extension)

Email Address

All reports and information obtained from individual reports will be kept confidential as required by Section 709(c) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001



## **Chapter 8: Modifications & Claims**

**Seattle District, NWS**

**Last updated: 11 March 2019**



## Chapter 8

### Modifications & Claims

#### 1. Modifications.

**a.** Contract Clause “CHANGES” allows the Contracting Officer the right to modify the contract at any time. Under such circumstances, you will be requested to submit a cost proposal and subsequently enter negotiations, with the purpose of achieving a mutually agreeable and equitable contract price adjustment. Note that if a mutually agreeable contract adjustment cannot be negotiated, the Contracting Officer has the right to issue a unilateral modification setting forth an adjustment deemed reasonable.

**b.** All modification proposals must be forwarded in the detail required by DFAR Clause 252.243-7001 “PRICING OF CONTRACT MODIFICATIONS” and 252.236-7000 “MODIFICATION PROPOSALS—PRICE BREAKDOWN”. (Figure 8-1 gives guidelines for price breakdown. Figure 8-2 gives guidelines for modification pricing.)

**c.** FAR Clause 31.105(d)(2)(i)(b) allows for “predetermined schedules of construction equipment use rates”. A Special Clause in your contract refers to EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule. Region VIII covers Washington, Oregon and Idaho. Region IV covers Montana. You can access this publication on the Internet at:

[http://publications.usace.army.mil/publications/eng-pamphlets/EP\\_1110-1-8/EP\\_1110-1-8\\_Vol-08.pdf](http://publications.usace.army.mil/publications/eng-pamphlets/EP_1110-1-8/EP_1110-1-8_Vol-08.pdf).

To procure this document, contact the Government Printing Office at (202) 512-1800, Toll Free (866) 512-1800, FAX (202) 512-2104, Internet address <http://www.gpo.gov/fdsys/>, or email [ContactCenter@gpo.gov](mailto:ContactCenter@gpo.gov).

**d.** Figure 8-3 contains the profit calculation form Government personnel use to estimate a fair and reasonable profit. You should use this form to calculate profit for each modification proposal.

**e.** Figure 8-4 contains a sample format for submitting a cost proposal. If you desire an electronic copy of this Excel file you can download a copy from the JBLM Preconstruction Packet located at the following URL:

<http://www.nws.usace.army.mil/About/Offices/Construction.aspx>

**f.** Change order work shall not commence until a Notice to Proceed or a modification document has been signed by the Contracting Officer or Administrative Contracting Officer.

**g.** For all cost proposals exceeding \$700,000, either as an increase or decrease or as the total of the increases and decreases disregarding algebraic signs (absolute value), you must comply with extended procedures required by the “Truth in Negotiations Act,” 11 PL 87-653. The



threshold for Cost or Pricing Data tends to vary over time. It was \$700,000 at the time of publication. Check your contract to verify the threshold.

(1) Your proposal must conform to the format addressed by FAR 15.408, Table 15-2 (Figure 8-5), at the end of this chapter. Please note that the instructions for Cost or Pricing Data may contain requirements not relevant to construction contracts. Direct questions concerning these instructions to the Administrative Contracting Officer.

(2) Prior to negotiations, the proposal you submit may be given audit review to the extent considered necessary to verify the costs and pricing data presented by you. Such review will include, but not be limited to, compliance with contract modification pricing requirements as outlined above. Your strict observance of those requirements and close attention to supporting data will expedite agreement on pricing of contract modifications.

(3) A CERTIFICATE OF CURRENT COST OR PRICING DATA (see Figure 8-6) will be required of you upon completion of negotiations and price agreement. The executed certificate must be included in the contract file. Per FAR 15.406-2, the following instructions apply to the certification:

(a) The certificate does not constitute a representation as to the accuracy of the contractor's judgment on the estimate of future costs or projections. It applies to the data upon which the judgment or estimate was based. This distinction between fact and judgment should be clearly understood. If the contractor had information reasonably available at the time of agreement showing that the negotiated price was not based on accurate, complete, and current data, the contractor's responsibility is not limited by any lack of personal knowledge of the information on the part of its negotiators.

(b) The contracting officer and contractor are encouraged to reach a prior agreement on criteria for establishing closing or cutoff dates when appropriate in order to minimize delays associated with proposal updates. Closing or cutoff dates should be included as part of the data submitted with the proposal and, before agreement on price, data should be updated by the contractor to the latest closing or cutoff dates for which the data are available. Use of cutoff dates coinciding with reports is acceptable, as certain data may not be reasonably available before normal periodic closing dates (e.g., actual indirect costs). Data within the contractor's or a subcontractor's organization on matters significant to contractor management and to the Government will be treated as reasonably available. What is significant depends upon the circumstances of each acquisition.

(c) Possession of a Certificate of Current Cost or Pricing Data is not a substitute for examining and analyzing the contractor's proposal.



(d) If cost or pricing data are requested by the Government and submitted by an offeror, but an exception is later found to apply, the data shall not be considered cost or pricing data and shall not be certified in accordance with this subsection.

## 2. CLAIMS.

**a.** FAR 52.233-1 “DISPUTES” addresses procedures and certification requirements for claims.

**b.** A claim, as defined in the “DISPUTES” clause, means a written demand or assertion by one of the parties seeking, as a matter of right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract.

**c.** A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not considered a claim. However, where such submission is subsequently disputed either as to liability or amount or not acted upon in a reasonable time, it may be converted to a claim by complying with the submission and certification requirements of the “DISPUTES” clause.

**d.** In cases of claim requests of \$100,000.00 or more, the contractor must certify, at the time of submission of a claim, as follows:

I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable, and that I am duly authorized to certify this claim on behalf of **[INSERT CONTRACTOR NAME]**.

\_\_\_\_\_  
(Certifier’s Name)

\_\_\_\_\_  
(Title)

Note that the Contracting Officer has no obligation to render a decision on a claim of \$100,000 or more until the contractor has complied with certification requirements.

**e.** Figure 8-7 provides a suggested format in preparing claim submittals. Remember, you have the burden of proving a contract change. The detail and completeness of your claim request will reduce processing time.



f. Claims consultants may encourage you to submit a Request for Equitable Adjustment (REA), in lieu of a claim under the DISPUTES clause. They do this because they cannot recover consulting fees, if the Contracting Officer considers their efforts in furtherance of a dispute; whereas, they might recover fees, if they can show they assisted both parties to reach settlement. However, if you submit an REA instead of a claim, you lose the right to collect interest. The interest clock does not begin until the date the Contracting Officer receives a claim, which follows requirements of the DISPUTES clause.

**3. CONSENT OF SURETY.** FAR 28.106-3 and 28.106-5 address requirements for modifications over \$50,000 or 25% of the contract price.

**a. 28.106-3 Additional bond and security.**

(1) When additional bond coverage is required and is secured in whole or in part by the original surety or sureties, agencies shall use Standard Form 1415, Consent of Surety and Increase of Penalty. Standard Form 1415 is authorized for local reproduction, and a copy of the form is furnished for this purpose in Part 53 of the loose-leaf edition of the FAR.

See Figure 8-8 of this reference for a copy of Standard Form 1415.

(2) When additional bond coverage is required and is secured in whole or in part by a new surety or by one of the alternatives described in 28.204 in lieu of corporate or individual surety, agencies shall use Standard Form 25, Performance Bond; Standard Form 1418, Performance Bond for Other Than Construction Contracts; Standard Form 25A, Payment Bond; or Standard Form 1416, Payment Bond for Other Than Construction Contracts

**b. 28.106-5 Consent of surety.**

(1) When any contract is modified, the contracting officer shall obtain the consent of surety if—

- (a) An additional bond is obtained from other than the original surety;
- (b) No additional bond is required and—
  - The modification is for new work beyond the scope of the original contract; or
  - The modification does not change the contract scope but changes the contract price (upward or downward) by more than 25 percent or \$50,000; or
- (c) Consent of surety is required for a novation agreement (see Subpart 42.12).



(2) When a contract for which performance or payment is secured by any of the types of security listed in 28.204 is modified as described in paragraph (a) of this subsection, no consent of surety is required.

(3) Agencies shall use Standard Form 1414, Consent of Surety, for all types of contracts.

If a modification requires Consent of Surety and Increase of Penalty, a Standard Form 1415 (Fig 8-8) with Power of Attorney must be received before payment can be made on that modification. See Figure 8-9, Filling Out the Consent of Surety.

#### Enclosures

Figure 8-1 Guidelines for Price Breakdown

Figure 8-2 Modification Pricing Guidelines

Figure 8-3 Profit Template

Figure 8-4 Contractor Proposal Template

Figure 8-5 FAR 15.408, Table 15-2: Instructions for Submitting Cost/Price Proposals When Cost or Pricing Data Are Required

Figure 8-6 Certificate of Current Cost or Pricing Data

Figure 8-7 Contract Claims Format

Figure 8-8 SF 1415, Consent of Surety and Increase of Penalty

Figure 8-9 Filling Out the Consent of Surety



## **GUIDELINES FOR PRICE BREAKDOWN**

1. Each direct cost item will be broken down to show the cost for labor, equipment, materials, and subcontracting, as applicable.
2. Detail labor costs by craft, hours, and hourly rate for each element of work. Hourly rates will include all fringe benefits, taxes, etc. Provide a separate breakdown showing fringe benefits for each craft category. Provide production rates if applicable.
3. Detail equipment costs by type, size or model, hours, hourly rate, and production rate for each element of work. Except as noted below, base equipment rates on the applicable provision of the "Construction Equipment Ownership and Operating Expense Schedule." For forward pricing, the schedule in effect at of the time work was performed shall apply. For the purpose of determination of the hourly rates to be applied under this contract, consider working conditions average unless otherwise determined by the Contracting Officer. Other equipment rate sources such as historical cost data, lease, or rental agreements may be used, but document the basis of the rates in sufficient detail so that a reviewer can readily reconstruct the rate.
4. Detail direct cost materials quantity, unit cost, total cost, and the cost source. Separately list transportation or shipping costs, when applicable.
5. Provide subcontractors' proposals in the same detail and with the same supporting documentation as the prime contractor. Further, the prime contractor must review and analyze the subcontractors' proposals for cost reasonableness prior to submission to the Contracting Officer.
6. A direct cost summary shall show the total cost for each cost category (labor, equipment, materials, and subcontracts).
7. When escalation is proposed, the source of the rate proposed and the applicable time frame shall be stated.
8. Detail daily jobsite overhead sufficient to show the significant individual cost items. Note, jobsite overhead only applies to changes which extend contract time.
9. Apply a separate markup for branch and home office overhead (G&A). If requested, provide annual reports to justify percentage rates.
10. Apply profit as a percentage to direct and indirect (subcontracted work).
11. When the change involves deletion of contract work, base the price on estimated costs for performing the work plus home office overhead (G&A) and bid-climate profit.

## USACE Seattle District, JBLM Area Office

# Guidelines for Pricing Modifications

Congratulations on your contract award. The Corps of Engineers has pricing restrictions and traditions that may differ from your experience with other companies or state and local governments. Before you submit a modification proposal, we recommend you review your pricing structure against guidelines prepared by the JBLM Area Office. At the pre-construction conference, you received information about the JBLM Preconstruction Packet posted on the USACE Seattle District internet website. Chapter 8 addresses modifications and claims. The following guidelines address typical areas that cause delays to successful negotiations. Our staff relies on Federal Acquisitions Regulations (FAR), Board (court) decisions and negotiating experience to develop positions. **Please distribute this guide to your subcontractors.** Remember, the more pricing information you submit, the quicker our staffs can reach price agreement.

- **As-built Drawings Markup.** Typically not allowed. Federal boards determined contractors must include an allowance, for annotating modifications to as-built drawings, in the original bid. The only exception involves a contract with an unusually large number of changes or difficult changes that exceed that in a normal contract.
- **Bond, Insurance, B&O Tax.** We allow actual costs. Unlike the State, we allow B&O as a separate markup, if not already included in your overhead percentage. (The State includes B&O in the 22% overhead/profit markup.) Normally, we will only pay for one bond. The government expects the contractor to set up a bond arrangement that has subcontractors share in the prime's bonding cost.
- **Contingencies.** Typically not allowed as an unsubstantiated markup. We consider contingencies a factor evaluated to establish the profit percentage based on who assumes the risk.
- **Credit Modifications.** Unlike Washington State, federal boards determined contractors must return overhead, profit, insurance and bond on credit modifications. We expect you to return bid-climate markups.
- **Direct Equipment.** Do not submit "price book" rates for owned equipment. You may not charge more than rates in EP 1110-1-8, *Construction Equipment Ownership and Operating Expense Schedule*, available on-line at [https://www.publications.usace.army.mil/Portals/76/Publications/EngineerPamphlets/EP\\_1110-1-8\\_Vol\\_09.pdf?ver=2017-05-15-133442-750](https://www.publications.usace.army.mil/Portals/76/Publications/EngineerPamphlets/EP_1110-1-8_Vol_09.pdf?ver=2017-05-15-133442-750). Clearly separate owned from rental equipment. If you use rental equipment, you pay sales tax based on where you use the equipment, not on where you rented it. We generally allow actual (relative to Blue Book rates) for rental equipment. You may not charge separately for any vehicles, such as pickups, carried under your field or home office overhead percentage.
- **Direct Labor.** Do not submit "price book" labor rates. Use actual hourly wages paid (Davis-Bacon minimum), with a separate markup for fringe benefits and labor burden. In your first proposal, submit a breakdown to verify the components of your labor markup.
- **Direct Material.** Provide detailed lists of all planned material, with actual direct costs for each component. As with labor, avoid "price book" material costs. Calculate tax based on where you will install the material, not the point of purchase. In lieu of detailed lists, we usually will accept vendor quotes, if you have three sources to verify competitive pricing. List all discounts. (Failure to disclose discounts to deliberately mislead the Government is fraud.)
- **Direct Supervision.** Washington State allows 15% labor markup for supervision. We allow a percentage labor markup for supervision by working foremen, provided you have no direct hours in the proposal for the effort. Either list actual hours or use a percentage markup -- never both. You may not add costs for salaried supervisors; they belong in your field overhead percentage.
- **Estimating, Scheduling and Negotiating Fees.** Typically not allowed. Federal boards determined contractors must include an allowance for modifications in the original bid. The exception involves a contract with an unusually large number of changes or difficult changes that exceed expectations of a normal contract.
- **Extended Overhead.** We allow costs for extended field overhead, to the extent a contractor can prove damage and delays caused solely by the government. To receive compensation, you must provide detailed justification

with before and after (approved) schedules to document time-related costs. The government will not pay for concurrent delays. If weather or contractor actions contribute to time growth, you will not receive monetary compensation but you may receive additional time.

- **Material Handling.** We consider delivery costs included in your material price. We consider uncrating and handling costs included in your labor price. This office typically rejects percentage markups for material handling.
- **Miscellaneous Material.** Not allowed. We consider this a contingency already covered by an allowance for small tools and consumables.
- **Overhead.** We expect you to list actual home office overhead (general and administrative expenses or G&A) on each proposal. FAR Part 31.205 addresses allowable overhead costs. You must reduce the G&A percentage for unallowable costs such as advertising, charities, contributions, donations, recruiting, bad debts, entertainment, fines, penalties, interest and federal income tax. For small subcontractors, we typically allow 5% G&A. Any subcontractor or prime receiving pass-through costs typically receives G&A and reduced profit. **Special note:** An October 1996 ASBCA decision determined a contractor may NOT add a percentage to modifications for field office overhead (FOOH). The Board held that a contractor normally does not incur additional FOOH costs to administer modifications that do not extend contract time. Northwest Area Office will only allow FOOH as a daily rate to the extent your schedule proves the Government has sole responsibility for the time extension.
- **Profit.** Per FAR, you must use a method to calculate profit on modifications. The Corps of Engineers use the Weighted Guidelines Method, where profit varies from 3 to 12 percent dependent on seven weighted factors. Using this scale, average conditions would equate to 7.5 percent profit. For format, see Figure 8-3 Profit Template.
- **Project Management.** Boards consider project management part of either home or field overhead. We will not allow separate payment for project management, unless you can clearly prove your job costing system excludes project managers from overhead. (Washington State includes this effort in a fixed overhead/profit allowance.)
- **Safety.** Unlike Washington State, we typically do not allow a separate markup for safety. Northwest Area Office considers safety already included in either your labor burden or field office overhead. (Washington State allows up to 2% for safety but a lower office overhead/profit percentage than the Corps.) We will allow direct safety costs for one-time applications related specifically to a modification. For example, if we extend a roof, we would allow costs to extend roof barriers. We would not, however, pay for portable barriers you intend to reuse on other projects.
- **Small Tools & Consumables.** We typically allow up to 3% of labor for prime or subcontractor trades that actually use small tools and consumables. We will not allow separate markups for both small tools and consumables. We also will not allow percentage markups on proposals that contain detailed breakdowns for consumables such as nails, wire nuts, tape, etc.
- **Subcontracts.** Provide breakdowns in the same detail as pricing by the prime. Exclude field office overhead unless the subcontractor requires a time extension.
- **Technical Submittals.** Boards consider the effort to engineer field changes part of either home or field overhead. We will not allow separate payment for preparing submittals, unless you can clearly prove your job costing system excludes engineering from overhead. (Washington State includes this effort in the fixed overhead/profit allowance.)
- **Travel.** We expect contractors to use local trades and avoid travel expenses. When you can justify bringing in outside workers or specialists, travel and subsistence may not exceed rates established by GSA for federal employees; i.e., no first-class accommodations or first-class travel.
- **Warranty Markup.** Not allowed. (Manufacturers already provide warranties on equipment and material.) This means a contractor markup for warranty would equate to a contingency for poor workmanship.

## **FAR 15.408 Table 15-2 -- Instructions for Submitting Cost/Price Proposals When Cost or Pricing Data Are Required**

This document provides instructions for preparing a contract pricing proposal when cost or pricing data are required.

*Note 1: There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into your possession, it should be submitted promptly to the Contracting Officer in a manner that clearly shows how the information relates to the offeror's price proposal. The requirement for submission of cost or pricing data continues up to the time of agreement on price, or an earlier date agreed upon between the parties if applicable.*

*Note 2: By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual information (regardless of form or whether the information is specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.*

### **I.-- General Instructions**

A. You must provide the following information on the first page of your pricing proposal:

- (1) Solicitation, contract, and/or modification number;
- (2) Name and address of offeror;
- (3) Name and telephone number of point of contact;
- (4) Name of contract administration office (if available);
- (5) Type of contract action (that is, new contract, change order, price revision/redetermination, letter contract, unpriced order, or other);
- (6) Proposed cost; profit or fee; and total;
- (7) Whether you will require the use of Government property in the performance of the contract, and, if so, what property;
- (8) Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;

(9) The following statement:

This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.403-5(b)(1) and Table 15-2. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.

(10) Date of submission; and

(11) Name, title and signature of authorized representative.

B. In submitting your proposal, you must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, you must annotate any future additions and/or revisions, up to the date of agreement on price, or an earlier date agreed upon by the parties, on a supplemental index.

C. As part of the specific information required, you must submit, with your proposal, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.401). You must clearly identify on your cover sheet that cost or pricing data are included as part of the proposal. In addition, you must submit with your proposal any information reasonably required to explain your estimating process, including --

(1) The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and

(2) The nature and amount of any contingencies included in the proposed price.

D. You must show the relationship between contract line item prices and the total contract price. You must attach cost-element breakdowns for each proposed line item, using the appropriate format prescribed in the "Formats for Submission of Line Item Summaries" section of this table. You must furnish supporting breakdowns for each cost element, consistent with your cost accounting system.

E. When more than one contract line item is proposed, you must also provide summary total amounts covering all line items for each element of cost.

F. Whenever you have incurred costs for work performed before submission of a proposal, you must identify those costs in your cost/price proposal.

G. If you have reached an agreement with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.

H. As soon as practicable after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR 15.406-2, submit a Certificate of Current Cost or Pricing Data.

## **II. -- Cost Elements**

Depending on your system, you must provide breakdowns for the following basic cost elements, as applicable:

A. Materials and services. Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own cost or pricing data submissions for subcontracts expected to exceed the appropriate threshold in FAR 15.403-4. Submit the subcontractor cost or pricing data as part of your own cost or pricing data as required in paragraph IIA(2) of this table. These requirements also apply to all subcontractors if required to submit cost or pricing data.

(1) Adequate Price Competition. Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding, or expected to exceed, the appropriate threshold set forth at FAR 15.403-4 priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205-26(e)).

(2) All Other. Obtain cost or pricing data from prospective sources for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding the threshold set forth in FAR 15.403-4 and not otherwise exempt, in accordance with FAR 15.403-1(b) (i.e., adequate price competition, commercial items, prices set by law or regulation or waiver). Also provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either \$10,000,000 or more, or both more than the pertinent cost or pricing data threshold and more than 10 percent of the prime contractor's proposed price. The Contracting Officer may require you to submit cost or pricing data in support of proposals in lower amounts. Subcontractor cost or pricing data must be accurate, complete and current as of the date of final price agreement, or an earlier date agreed upon by the parties, given on the prime contractor's Certificate of Current Cost or Pricing Data. The prime contractor is responsible for updating a prospective subcontractor's data. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of

cost elements. Analyze the cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's cost or pricing data is required as described in this paragraph, it must be included along with your own cost or pricing data submission, as part of your own cost or pricing data. You must also submit any other cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.

B. Direct Labor. Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

C. Indirect Costs. Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.

D. Other Costs. List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.

E. Royalties. If royalties exceed \$1,500, you must provide the following information on a separate page for each separate royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers.
- (4) Patent application serial numbers, or other basis on which the royalty is payable.
- (5) Brief description (including any part or model numbers of each contract item or component on which the royalty is payable).
- (6) Percentage or dollar rate of royalty per unit.
- (7) Unit price of contract item.
- (8) Number of units.
- (9) Total dollar amount of royalties.
- (10) If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR 27.204 and 31.205-37).

F. Facilities Capital Cost of Money. When you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

### III. – Formats for Submission of Line Item Summaries

#### **Cost or Pricing Data - Change Orders, Modifications, and Claims**

<b>Cost Element</b>	<b>Estimated Cost of all Work Deleted</b>	<b>Costs of Deleted Work Already Performed</b>	<b>Net Cost to be Deleted</b>	<b>Cost of Work Added</b>	<b>Net Cost of Change</b>	<b>Reference</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>	<b>(7)</b>

Column and Instruction:

- (1) Enter appropriate cost elements.
- (2) Include the current estimates of what the cost would have been to complete the deleted work not yet performed (not the original proposal estimates), and the cost of deleted work already performed.
- (3) Include the incurred cost of deleted work already performed, using actuals incurred if possible, or, if actuals are not available, estimates from your accounting records. Attach a detailed inventory of work, materials, parts, components, and hardware already purchased, manufactured, or performed and deleted by the change, indicating the cost and proposed disposition of each line item. Also, if you desire to retain these items or any portion of them, indicate the amount offered for them.
- (4) Enter the net cost to be deleted, which is the estimated cost of all deleted work less the cost of deleted work already performed. Column (2) minus Column (3) equals Column (4).
- (5) Enter your estimate for cost of work added by the change. When nonrecurring costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them. When any of the costs in this column have already been incurred, describe them on an attached supporting schedule.
- (6) Enter the net cost of change, which is the cost of work added, less the net cost to be deleted. Column (5) minus Column (4) equals Column (6). When this result is negative, place the amount in parentheses.
- (7) Identify the attachment in which the information supporting the specific cost element may be found. (Attach separate pages as necessary.)

## CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's Representative in support of \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of Execution\*\*\* \_\_\_\_\_

*\* Identify the proposal, quotation, required for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).*

*\*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached.*

*\*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.*

## CONTRACT CLAIMS FORMAT

1. Contractor's name.
2. Contract number.
3. Contract Title for project.
4. Name of subcontractor. (Only if it is a subcontractor's claim.)
4. Contract clause(s) under which relief is requested.
6. Date of claim.
7. Cost. Total amount claimed with itemized breakdown of the total amount claimed including impact, if any.
8. Certification. Certify the claim as required by the contract.
9. Time extension.
  - a. Amount claimed. (If none, state "none.")
  - b. State how the claim affects interim and/or end completion dates. (Provide backup data such as NAS updates to illustrate the impact to your critical path activities.)
9. Government Personnel. If the claim is based on actions or inactions of Government personnel, state:
  - a. Name and title of Government personnel.
  - b. Dates and duration of incidents.
  - c. Name of contractor personnel who were involved.
10. Statement of claim.
  - a. Give a narrative chronological statement of the essential facts related to the claim.
  - b. Attach documentary evidence in support of the claim.

<b>CONSENT OF SURETY AND INCREASE OF PENALTY</b>	1. CONTRACT NUMBER	2. MODIFICATION NUMBER	3. DATED
	TASK ORDER:	MODIFICATION:	

4. The surety (co-sureties) consents (consent) to the foregoing contract modification and agrees (agree) that its (their) bond or bonds shall apply and extend to the Contract as modified or amended. The principal and surety (co-sureties) further agree that on or after the execution of this consent, the penalty of the performance bond or bonds is increased by \_\_\_\_\_ dollars (\$ \_\_\_\_\_) and the penalty of the payment bond or bonds is increased by \_\_\_\_\_ dollars (\$ \_\_\_\_\_). However, the increase of the liability of each co-surety resulting from this consent shall not exceed the sums shown below.

5. NAME OF SURETY(IES)		6. INCREASE IN LIABILITY LIMIT UNDER PERFORMANCE BOND	7. INCREASE IN LIABILITY LIMIT UNDER PAYMENT BOND
A.		\$	\$
B.		\$	\$
C.		\$	\$
8. INDIVIDUAL PRINCIPAL	A. BUSINESS ADDRESS	B. SIGNATURE*	(AFFIX SEAL)
		C. TYPED NAME AND TITLE	
		D. DATE THIS CONSENT EXECUTED	
9. CORPORATE PRINCIPAL	A. CORPORATE NAME AND BUSINESS ADDRESS	B. PERSON EXECUTING CONSENT(SIGNATURE)*	(AFFIX CORPORATE SEAL)
		BY	
		C. TYPED NAME AND TITLE	
		D. DATE THIS CONSENT EXECUTED	

\*The principal or authorized representative shall execute this Consent of Surety and Increase of Penalty with the modification to which it pertains. If the representative (e.g., attorney-in-fact) that signs the consent is not a member of the partnership, or joint venture, or an officer of the corporation involved, a Power-of-Attorney or a Certificate of corporate Principal must accompany the consent.

### 10. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)

A.	A. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS BOND:	B. PERSON EXECUTING CONSENT(SIGNATURE)	(AFFIX SEAL)
		BY	
		C. TYPED NAME AND TITLE	
		D. DATE THIS CONSENT EXECUTED	
B.	A. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	B. PERSON EXECUTING CONSENT(SIGNATURE)	(AFFIX SEAL)
		BY	
		C. TYPED NAME AND TITLE	
		D. DATE THIS CONSENT EXECUTED	
C.	A. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	B. PERSON EXECUTING CONSENT(SIGNATURE)	(AFFIX SEAL)
		BY	
		C. TYPED NAME AND TITLE	
		D. DATE THIS CONSENT EXECUTED	

ADD SIMILAR SIGNATURE BLOCKS ON THE BACK OF THIS FORM IF NECESSARY FOR ADDITIONAL CO-SURETIES.

*Below are a list of clarifications of common errors made by contractors and their sureties when filling out the SF 1415. This list is in no way comprehensive, and there may be other requirements or issues not listed here. This clarification should not be misconstrued as advice about a party's legal rights or obligations, and is merely provided to help ensure that forms are filled out correctly.*

Block 1: Contract number, including task order if applicable.

Block 2: PIIN of mod or mods covered by the SF1415 – see block 2 of the SF30. (If multiple mods are covered by the SF1415, a breakout of those mods and their values needs to be attached behind the Power of Attorney.)

Block 3: This must equal the date the ACO signs, Block 16C on the SF30. The actual date is required; “See Block 16C” is not acceptable.

Block 4: Amount of mod or mods should be reflected here. If your SF1415 is for a credit mod, the word “increased” should be struck, and the word “decreased” should be inserted. The amount needs to both fully written in words and fully written numerically.

The full title of the company listed in Block(s) 5A, 5B, and 5C, must match exactly the full title of the company listed in Block(s) 10A, 10B, and 10C, respectively.

The amounts listed in Block(s) 6A, 6B, and 6C, as well as the amounts in Block(s) 7A, 7B, and 7C, must total the amounts listed for performance and payment in Block 4.

Block 9A: The corporate name must match the corporate name on the contract award. If a corporate seal is used, it must match the corporate name in Block 9A exactly. Corporate seals must be original stamped or franked seals, depending on the rules in the corporation's local jurisdiction. If a seal is not required by state law in the corporation's local jurisdiction, and is not used, other documentation must be provided that demonstrates the authority of the signatory to bind the corporation.

Block 9B: The signatory (or signatories, in the case of JV where no single party has been authorized to sign) must be authorized in writing, either in the Corporate Certificate present in the contract award, or in a subsequent letter of authorization signed by the signatory on the contract award.

Block 9D must be the same or later than Block 3.

Block 10A must match the Department of the Treasury's Listing of Certified Companies.

(<https://fiscal.treasury.gov/surety-bonds/list-certified-companies.html>) The corporate seal must match the corporate name in Block 10A exactly. It must also match the Surety Name on the Power of Attorney exactly. Corporate seals must be original stamped or franked seals, depending on the rules of the corporation's local jurisdiction.

Block 10D must be the same or later than Block 3. Block 10D must be after the effective date of the Power of Attorney. The date the Power of Attorney is certified must be the same or later than the date listed in Block 10D. Power of Attorney and Certification must be originals and must have the corporate seal.



# **Chapter 9: Progress Payments**

**Seattle District, NWS**

**Last updated: 11 March 2019**



## Chapter 9

### Progress Payment Procedures

**1. References.** Five contract clauses may affect pay requests if they are incorporated into the contract:

FAR 52.232-5, Payments Under Fixed-Price Construction Contracts

FAR 52.237-17, Interest

FAR 52.232-27, Prompt Payment for Construction Contracts

Special Clause (SC) 11, Payment for Mobilization and Preparatory Work (FAR 52.236-7004)

Special Clause (SC) 15, Payment for Materials Delivered Off-Site (EFARS 52.232-5000)

Please review them before submitting your first pay request. These clauses contain specific language and items that you must include in each pay request. Failure to comply can result in pay request rejection until you comply with requirements. If you follow the guidance in the FAR, your pay request should meet contract requirements.

**2. SUBMITTING PAY REQUESTS.** You may normally request progress payments no more than once per month. Requested amounts must correspond to your approved progress chart or network analysis activities. Make sure you distribute costs to contract line items (CLINs, also known as bid items) or expect rejection of the pay request. Per SC-15, the Government will only pay for completed work plus supplies and equipment supported by paid invoices. To receive reimbursement for material stored off-site, you must furnish proof that you have title to the material.

Measurement and Payment Section 01 22 00 requires you to spread all contract costs to listed payment items. Consequently, you should prorate shop drawing, engineering, field office, permits and mobilization costs to contract payment items and NOT request reimbursement for these items prior to completing tangible work, unless specifically provided for in the contract. The Government cannot pay separately for “mobilization” costs or for “front-end loading” your progress schedule to cover preparatory costs unless your contract contains Special Clause 11, Payment for Mobilization and Preparatory Work.

The one exception to the above involves reimbursement for performance and payment bonds. Clause 52.232-5, Payments under Fixed-Price Construction Contracts, allows reimbursement after you furnish evidence of full payment to the surety. (NOTE that bonding costs in delivery order contracts must be distributed to work orders and will not be reimbursed “up front” due to the indefinite nature of this contracting method.)

ALWAYS negotiate progress and amounts with your Government representative (ACO, COR, PE, QAR) before you submit a pay request. Failure to agree on amounts can also become a reason to reject a pay request.

To avoid delays in processing your pay request, you should check each pay request to ensure you have included a copy of all required paperwork as follows.



- a. Prompt Payment Certification, signed
- b. Updated progress monthly schedule
- c. Progress narrative
- d. Safety exposure report, signed (total hours by trades working during the pay period)
- e. Working subcontractors summary (list each subcontractor working on-site during the pay period)
- f. Updated submittal register
- g. Any other documents required by the ACO/PE/PM

\*\*\*\*The contractor will use RMS3.0 to generate and submit progress payments with exchange of data electronically with the government. A payment request must be accompanied by the signed prompt payment certification and supporting data generated in RMS. The payment request can be either uploaded in RMS or submitted to the designated Government billing office via email.

**3. WITHHOLDING AND RETAINAGE.** The Government has the right to retain up to 10 percent for unsatisfactory progress or issues of non-compliance. We also have the right to withhold funds for non-compliance with Davis-bacon labor provisions.

**4. TIME AND INTEREST.** The Prompt Payment Act defines the time period (typically 14 days) the Government has to process your pay request. If we fail to meet the deadline, our Finance and Accounting department in Millington, Tennessee will automatically calculate interest due you. The clock starts based on the day the designated Government billing office receives your request, not the day you send it. If we determine your request has defects, we have seven days to reject it in writing. The Government will not pay interest for delays you create by not submitting acceptable pay requests. If you cause the Government to overpay you, you may be liable for repayment plus interest.

**5. FINAL PAY.** After you complete ALL contract requirements, you may request final pay. We will send you a final pay letter. The letter provides instructions, final pay paperwork, and a release statement. You must sign the release statement and final pay estimate to close the contract and receive remaining funds. The due date for the final payments is 30 days from the Contract Settlement date. The FAR states that the contract settlement date is the release of Contractor claims. This is the date that Office of Counsel approves Release of Claims in CEFMS.

Enclosures

Figure 9-1 DD1354 Checklist





Transfer of Construction  
(Other Than Buildings)

Zone	Project Location
1	Lewis Main
2	North Fort
3	Log Center
4	Training Area
5	Housing
7	Yakima Training Center, inside Cantonment Area
8	Yakima Training Center, outside Cantonment Area
9	McChord Field

All non-building facilities on JBLM are accounted for by zone. By identifying which zone(s) your project is in, you can substitute that number for the # sign in the Facility Numbers below.

Feature of Work	Facility	Cat Code	Quantity	UM1	Quantity	UM2	Costs	Notes
<b>Road</b>								Traffic signals are reported separately, under Cat Code 89230.
<b>Paved Roads, within Cantonment Area</b>	ROAD#	85110		Square Yards (SY)		Miles (MI)	\$	
<i>Description (DA Pam 415-28)</i>	<i>Roads and streets in the cantonment area that have a surface treatment of bituminous material, concrete, paving block, cobblestone, or gravel/tar. This category includes driveways that lead from roadways to parking areas. Those roads in the cantonment area covered only with a gravel surface are considered unpaved (85130, Cantonment Area Roads, Unpaved). Gravel must be treated with some other form of surface treatment, such as tar or some other material, to be classified as a paved road.</i>							
<b>Unpaved Roads, within Cantonment Area</b>	TRDS#	85130		Square Yards (SY)		Miles (MI)	\$	
<i>Description (DA Pam 415-28)</i>	<i>Roads and streets in the cantonment area that are not treated with a surfacing material such as concrete, bitumen, paving block, cobblestone, or gravel cover that is mixed with tar or other material, graded, and drained. This category also includes driveways that lead from unpaved roadways to parking areas.</i>							

Transfer of Construction  
(Other Than Buildings)

Feature of Work	Facility	Cat Code	Quantity	UM1	Quantity	UM2	Costs	Notes
<b>Parking</b>								Unpaved parking is reported under Cat Codes 85211 (organizational) and 85216 (non-organizational).
<b>Organizational Parking, Paved</b>	OPKG#	85210		Square Yards (SY)		N/A	\$	In support of a military unit: TEMF parking, etc.
<i>Description (DA Pam 415-28)</i>	<i>An improved area that is paved with bitumen, concrete, paving block, cobblestone, or gravel/tar treatment and is used for parking TOE/TDA military and commercial vehicles, trailers, and generators. Report paved aprons immediately adjacent to buildings using this CATCD. To be classified as paved, the gravel must be combined with tar or some other material as a surface treatment. Parking areas covered only with gravel are considered unpaved (use 85211, Organizational Vehicle Parking, Unpaved).</i>							
<b>Non-organizational Parking, Paved</b>	NPKG#	85215		Square Yards (SY)		N/A	\$	Not in support of a military unit: AAFES parking, gym parking, etc.
<i>Description (DA Pam 415-28)</i>	<i>An improved area that is paved with bitumen, concrete, paving block, cobblestone, or gravel/tar provided for parking POVs. This area usually consists of off-street parking, which is provided at operational facilities, community support facilities, and housing complexes as required.</i>							
<b>Sidewalk</b>	WALK#	85220		Square Yards (SY)		N/A	\$	Unpaved sidewalks are reported under Cat Code 85221.
<i>Description (DA Pam 415-28)</i>	<i>Pedestrian sidewalks and walkways paved with concrete, paving blocks, bituminous material, and so on. Include the area of any stairs that may be associated with the walkways when determining the area of this structure.</i>							
<b>Exterior Lighting</b>	XLIT#	81230		N/A		Each (EA)	\$	Count bulbs, not light poles.
<i>Description (DA Pam 415-28)</i>	<i>A utility consisting of secondary power distribution lines (both above or below ground), exterior light fixtures, and poles or standards for mounting the fixtures. This utility includes all forms of exterior lighting (other than that mounted on buildings or other facilities), including that for airfield perimeter lighting; street lighting for traffic circulation; parking lot lighting for traffic circulation, personnel safety, and security; area lighting for personnel safety, security, and night-time use of facilities; and security lighting for arms and ammunition storage areas or facilities, airfield or heliport perimeters, or other mission-essential vulnerable areas.</i>							

Transfer of Construction  
(Other Than Buildings)

Feature of Work	Facility	Cat Code	Quantity	UM1	Quantity	UM2	Costs	Notes
<b>Electrical Lines</b>								Overhead electrical lines are reported under Cat Code 81241. Ensure each line is accounted for. If a double line runs 20 feet, turn over 40 LF.
<b>Primary UG Electrical Lines</b>	UGEL#	81242		N/A		Linear Feet (LF)	\$	
<i>Description (DA Pam 415-28)</i>	<i>Electrical power lines that distribute electrical power by means of an underground network. The network consists of electric power cables that are in buried conduits and access manholes in underground tunnels with other utility system lines or are directly buried.</i>							
<b>Secondary UG Electrical Lines</b>	UGES#	81242		N/A		Linear Feet (LF)	\$	
<i>Description (DA Pam 415-28)</i>	<i>Electrical power lines that distribute electrical power by means of an underground network. The network consists of electric power cables that are in buried conduits and access manholes in underground tunnels with other utility system lines or are directly buried.</i>							
<b>Transformers</b>	XFMR#	81360		N/A		Kilovolts (KV)	\$	
<i>Description (DA Pam 415-28)</i>	<i>Transformers are electrical system components that convert the supplied power (incoming) voltage before transmitting it further (outgoing) in the electrical distribution network. Transformers convert from lower to higher voltage (step-up transformers) and convert from higher to lower voltage (step-down transformers). A transformer is similar in function to a substation but transforms the voltage from the distribution system to a user voltage. Transformers may be pole-mounted, pad-mounted, or housed in a building. This CATCD does not include a building to house the equipment (use 89113, Power Substation/Switching Station Building) or 85225, Pad, on which the equipment may be mounted).</i>							
<b>Comm Lines</b>								Ensure each line is accounted for. If a double line runs 20 feet, turn over 40 LF.
<b>Underground</b>	13510	13510		N/A		Miles (MI)	\$	
<i>Description (DA Pam 415-28)</i>	<i>Underground cables that represent major communications systems. Do not report minor assets such as individual facility connections to main systems. For aboveground lines, use 13511, Communication Lines, Above Ground and for marine lines use 13520, Communication Lines, Marine.</i>							
<b>Above Ground</b>	13511	13511		N/A		Miles (MI)	\$	
<i>Description (DA Pam 415-28)</i>	<i>Overhead and any other aboveground installed cables that represent major communications systems. Do not report minor assets such as individual facility connections to main systems. For underground lines, use 13510, Communication Lines, Underground and for marine lines, use 13520, Communication Lines, Marine.</i>							

Transfer of Construction  
(Other Than Buildings)

Feature of Work	Facility	Cat Code	Quantity	UM1	Quantity	UM2	Costs	Notes
<b>Gas Lines</b>	GASL#	82410		N/A		Linear Feet (LF)	\$	
<i>Description (DA Pam 415-28)</i>	<i>Gas supply pipelines and associated distribution controls for transmission of gas for direct heating, fuel for central plants, and industrial operations.</i>							
<b>Water Lines</b>								Include # of fire hydrants in remarks, if applicable.
<b>Potable Water</b>	WATR#	84210		N/A		Linear Feet (LF)	\$	
<i>Description (DA Pam 415-28)</i>	<i>Pipes or conduits that distribute potable water. Typically, this category includes pipelines, valves, and access manholes.</i>							
<b>Non-potable Water</b>	NPOT#	84510		N/A		Linear Feet (LF)	\$	
<i>Description (DA Pam 415-28)</i>	<i>Supply pipes and conduits that distribute nonpotable water. Typically, the utility includes pipelines, valves, and access manholes.</i>							
<b>Sanitary Sewer</b>	SEWR#	83210		N/A		Linear Feet (LF)	\$	
<i>Description (DA Pam 415-28)</i>	<i>A utility line to carry sanitary or domestic wastes, normal laundry wastes, and some industrial wastes. It is not intended to carry storm or ground water. Typically, this category consists of pipelines and access manholes.</i>							
<b>Storm Sewer</b>	STRM#	87110		N/A		Linear Feet (LF)	\$	
<i>Description (DA Pam 415-28)</i>	<i>A sewer to carry storm water runoff. Typically, the structure consists of drainage inlets and catch basins, retention basins, pipelines, access manholes, junction boxes, and associated components as required.</i>							
<b>Fencing</b>	FENC#	87210		N/A		Linear Feet (LF)	\$	
<i>Description (DA Pam 415-28)</i>	<i>A protective barrier to define the physical limits of an installation, activity, or area and to restrict, channel, or impede access. Fences or walls can promote improved security, boundary definition, safety, operating efficiency, and visual screening. A variety of construction materials is available.</i>							
<b>Gates</b>	GATE#	87250		N/A		Linear Feet (LF)	\$	
<i>Description (DA Pam 415-28)</i>	<i>The frame, gate, or other apparatus that allows or restricts vehicle and animal entrance on access roads and pedestrian access through the perimeter fences or walls of an installation. See basic series description for how to measure gates.</i>							
<b>Equipment Pad</b>	PAD**	85225		Square Yards (SY)		N/A	\$	Leave ** in Facility number - number will be provided by Real Property. List location (i.e., next to Bldg #) in the remarks.
<i>Description (DA Pam 415-28)</i>	<i>A load-bearing pad, base, apron, or platform upon which various types of equipment are positioned. Missile systems, radar, generators, and transformers are equipment frequently placed on such pads. These structures are also used for the placement of refuse/garbage collection receptacles and other similar items.</i>							

Transfer of Construction  
(Other Than Buildings)

Feature of Work	Facility	Cat Code	Quantity	UM1	Quantity	UM2	Costs	Notes
<b>Irrigation/Sprinkler System</b>	IRIG#	87130		N/A		Linear Feet (LF)	\$	
<i>Description (DA Pam 415-28)</i> A ditch or channel designed to carry water for irrigation purposes. Typically, the structure consists of the channel itself, culverts, and sluice gates. The ditch or channel may have flow-measuring devices and may be paved or unpaved. Also included in this category are underground piping systems with sprinkler heads.								
<b>Landscaping - All Improved Grounds</b>	N/A	89285		N/A		N/A	\$	Leave units of measure blank; list square yards and acres in the remarks.
<i>Description (DA Pam 415-28)</i> Acreage on which intensive maintenance activities must be planned and performed annually as fixed requirements. Activities include mowing, irrigation, fertilization, cultivation, aeration, seeding, sodding, spraying, pruning, and trimming; weed, dust, and erosion control; drainage; and planting for landscape effect, wind and sound abatement, and other intensive practices. Types of areas include lawns, landscape planted areas, parade/drill fields, playgrounds, and so on. Use this category for maintenance tracking use only.								



Transfer of Demolition

DEMOLITION/REMOVAL OF EXISTING ITEMS FROM FACILITY	
CONTRACT #	

**STRUCTURAL**

BLDG #	REMARKS

**PAVEMENTS & FENCE**

TYPE	UNIT OF MEASURE	QUANTITY	LOCATION	COST	REMARKS
SIDEWALK	SY				
DRIVEWAY	SY & MI				
ROADS	SY & MI				
PARKING AREAS	SY				
FENCE	LF				
GATES	LF				

**UNDERGROUND SYSTEMS**

SANITARY SEWER	LF				
STORM SEWER	LF				
WATER LINES	LF				
GAS LINES	LF				

**ELECTRIC LINES**

PRIMARY OH	LF				
PRIMARY UG	LF				
SECONDARY OH	LF				
SECONDARY UG	LF				
TRANSFORMERS	KV				



## **Chapter 10: Appendices**

### **Seattle District, NWS**

**Last updated: 11 March 2019**



## **Chapter 10 Appendices**

[Appendix A: EM 385-1-1 30 NOV 2014 – Safety & Health Requirements](#)

[Appendix B: ER 415-1-17 24 JAN 2012 – Construction Contractor Performance & Evaluations](#)

[Appendix C: Joint Base Lewis McChord Gate Access Procedures](#)



# Chapter 11: Contractor Evaluation

**Seattle District, NWS**

**Last updated: 11 March 2019**



This chapter provides the Prime Contractor with information on how the government evaluates contractor performance. ([Reference USACE Acquisition Instruction \(UAI\) subpart 36.2](#))

This office will evaluate contractor performance, at substantial completion. Also, an interim evaluation will be issued yearly for projects that last more than 12 months. Categories range from outstanding to unsatisfactory based on quality control, effectiveness of management, timely performance and compliance with labor and safety standards. Attached is the evaluation scoring matrix for Joint Base Lewis-McChord. An unsatisfactory rating may affect your ability to secure future federal contracts.

Attachments:

Figure 11-1 CPARS Scoring Matrix



