

PROJECT TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

01025 MEASUREMENT AND PAYMENT
01090 SOURCES FOR REFERENCE PUBLICATIONS
01100 SPECIAL PROJECT PROCEDURES
01101 REAL ESTATE
01130 ENVIRONMENTAL PROTECTION
01312A QUALITY CONTROL SYSTEM (QCS)
01330 SUBMITTAL PROCEDURES
01451 CONTRACTOR QUALITY CONTROL
01999 LISTING OF ENCLOSED DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

DIVISION 02 - SITE WORK

02482 DREDGING

-- End of Project Table of Contents --

SECTION TABLE OF CONTENTS
DIVISION 01 - GENERAL REQUIREMENTS
SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 GENERAL

- 1.1 LUMP SUM PAYMENT ITEMS
 - 1.1.1 General
 - 1.1.2 Lump Sum Items
- 1.2 UNIT PRICE PAYMENT ITEMS
 - 1.2.1 General
 - 1.2.2 Unit Price Items

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section Table of Contents --

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 LUMP SUM PAYMENT ITEMS

1.1.1 General

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.1.2 Lump Sum Items

a. "Mobilization and Demobilization" Item No. 0001

(1) Payment will be made for costs associated with mobilization and demobilization, as defined in Special Contract Clause PAYMENT FOR MOBILIZATION AND DEMOBILIZATION.

(2) Unit of measure: lump sum.

1.2 UNIT PRICE PAYMENT ITEMS

1.2.1 General

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

1.2.2 Unit Price Items

a. "Dredging" Item No. 0002

(1) This item shall include all work as specified in SECTION 02482 DREDGING. The Contract unit price per cubic yard of dredging shall include the cost of removal, conveyance and placement of all materials as shown on the drawings and as specified herein, except original materials, and ledge rock, which cannot be removed or buried below the required depth by the plant specified in the accepted bid, or the equivalent of such plant, without blasting or special apparatus. The unit price shall also include the cost of all work required to be performed for the use of the placement

LLH04

area. Nothing in this paragraph shall be construed as prohibiting the removal of excepted material by special means at the prices agreed and approved in accordance with applicable provisions of the contract.

(2) Unit of measure: Payment for all acceptably completed work required under SECTION 02482 of the specifications will be made at the applicable contract unit price per cubic yard for the payment items, "Dredging:" "First 13,000 CY", and "Over 13,000 CY".

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --

SECTION TABLE OF CONTENTS
DIVISION 01 - GENERAL REQUIREMENTS
SECTION 01090
SOURCES FOR REFERENCE PUBLICATIONS

- PART 1 GENERAL
 - 1.1 REFERENCES
 - 1.2 ORDERING INFORMATION

PART 2 (Not Applicable)

PART 3 (Not Applicable)

-- End of Section Table of Contents --

SECTION 01090

SOURCES FOR REFERENCE PUBLICATIONS

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the sponsoring organization, e.g.

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

1.2 ORDERING INFORMATION

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

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

100 Barr Harbor Drive
West Conshohocken, PA 19428-2959
Ph: 610-832-9585
Fax: 610-832-9555
E-mail: cservice@astm.org

CODE OF FEDERAL REGULATIONS (CFR)

Order from:
Government Printing Office
Washington, DC 20402
Ph: 202-512-1800
Fax: 202-275-7703
Internet: <http://www.pls.com:8001/his/cfr.html>

CORPS OF ENGINEERS (COE)

Order from:
U.S. Army Engineer Waterways Experiment Station
ATTN: Technical Report Distribution Section, Services
Branch, TIC

3909 Halls Ferry Rd.
Vicksburg, MS 39180-6199
Ph: 601-634-2355
Fax: 601-634-2506

MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)

Financial Services Division
Bureau of Finance
P.O. Box 30050
425 W. Ottawa St.
Lansing, Mi 48909
Modem: 517-355-0014

ENGINEERING MANUALS (EM)
SAFETY AND HEALTH REQUIREMENTS MANUAL

USACE Publications Depot
Attn: CEIM-SP-D
2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081
* Manual is also located located in the RMS Module and also placed on the Contract CD.

ENGINEERING REGULATIONS (ER)

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

ENVIRONMENTAL PROTECTION AGENCY (EPA)

Public Information Center
401 M St., SW
Washington, DC 20460
Ph: 202-260-7751
FAX: 202-260-6257
Internet: <http://www.epa.gov> NOTE: Some documents are available only from National Technical Information Services (NTIS)
5285 Port Royal Rd.
Springfield, VA 22161
Ph: 703-487-4600
Fax: 703-321-8547
Internet: <http://www.fedworld.gov/ntis/ntishome.html>

PART 2 (Not Applicable)

PART 3 (Not Applicable)

-- End of Section --

SECTION TABLE OF CONTENTS
DIVISION 01 - GENERAL REQUIREMENTS
SECTION 01100
SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

- 1.1 REFERENCES
- 1.2 SUBMITTALS
- 1.3 PRECONSTRUCTION CONFERENCE
- 1.4 REGULATORY REQUIREMENTS
 - 1.4.1 Additional Work Proposed and Not Authorized
 - 1.4.1.1 Work Subject to 33 CFR 320-330
 - 1.4.1.2 Work Subject to 40 CFR 233
- 1.5 PROJECT/SITE CONDITIONS
 - 1.5.1 Condition and Use of Project Site
 - 1.5.1.1 Physical Conditions
 - 1.5.2 Waterways Navigation and Traffic
 - 1.5.2.1 Navigation
 - 1.5.2.2 Traffic
 - 1.5.3 Existing Vegetation, Structures, Equipment, Utilities & Improvements
 - 1.5.4 Identification of Employees
 - 1.5.5 Vehicular Access
 - 1.5.6 Contractor-Furnished Utility Services
 - 1.5.7 Contract Supervision and Representation
 - 1.5.8 Traffic Control Plan
 - 1.5.9 Temporary Lights, Signals and Buoys Required by Coast Guard
 - 1.5.10 Navigation Buoys
 - 1.5.10.1 Buoy Relocation Plan
 - 1.5.10.2 Temporary Dredging and Construction Buoys
 - 1.5.10.3 Buoy Markings
 - 1.5.11 Layout of Work and Surveys
 - 1.5.11.1 Layout of Work
 - 1.5.11.2 Surveyor Requirements
 - 1.5.11.3 Suspension
- 1.6 SEQUENCING AND SCHEDULING
 - 1.6.1 Exclusion of Period in Computing Completion Schedules
 - 1.6.2 Dredging Period Restriction
 - 1.6.3 Sunday, Holiday And Night Operations
 - 1.6.3.1 Work Period Restrictions
 - 1.6.4 Start Work
- 1.7 PRESERVATION OF HISTORICAL, ARCHAEOLOGICAL AND CULTURAL RESOURCES

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section Table of Contents --

LLH04

SECTION 01100
SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred within the text by the basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

33 CFR 320-330	General Regulatory Policies, Permits, Enforcement and Definitions
40 CFR 233	State Program Regulations

U.S. ARMY CORPS OF ENGINEERS

EM 385-1-1	Safety and Health Requirements Manual
------------	---------------------------------------

1.2 SUBMITTALS

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

SD-01 Data

Accident Prevention Plan; G-AOF

Contractor shall provide an accident prevention plan including an activity hazard analysis to the Contracting Officer within 15 calendar days after receipt of award.

Payrolls and Basic Records; G-AOF

Contractor shall submit payrolls and basic records in accordance with the clause entitled "PAYROLLS AND BASIC RECORDS (FEB 1988).

SD-01 Preconstruction Submittals

Progress Chart; G-AOF

Contractor shall submit progress chart in accordance with the clause entitled "SCHEDULE FOR CONSTRUCTION CONTRACTS (APR 1984).

1.3 PRECONSTRUCTION CONFERENCE

After award of a contract, a conference will be arranged by the Contracting Officer's Representative between responsible personnel of the Contractor, Area Office and District Office. At this conference, the Contractor will

be oriented with respect to Government procedures and line of authority for wage rates, contractual, administrative, and construction matters.

1.4 REGULATORY REQUIREMENTS

1.4.1 Additional Work Proposed and Not Authorized

1.4.1.1 Work Subject to 33 CFR 320-330

Any additional work (not specifically shown on the plans or delineated in the specifications) proposed by the Contractor in or affecting navigable waters, including wetlands (as defined in 33 CFR 320-330, published in the Federal Register Vol.51, No. 219, Thursday, November 13, 1986) shall not be performed without a Department of the Army Permit. This requirement shall be applicable to all work, permanent or *temporary*, and/or fill(s). The Department of the Army Permit shall be approved by the District Engineer or Deputy District Engineer in accordance with the laws of the United States and the regulations promulgated thereunder, including, but not limited to, the River and Harbor Act of 1899, the Clean Water Act and the National Environmental Policy Act of 1969, as amended. Corps employees (Contracting Officer's Representatives (COR) or inspectors) are not delegated authority to authorize such work. Information on making application for such permit(s) may be obtained by contacting one of the offices as listed hereinafter. When applying for information or a permit, a copy of any correspondence should be directed to the Contracting Officer of this contract. If a permit is not obtained, the additional work cannot be accomplished. Any delay in processing the permit will not constitute the basis of a claim under this contract. The fact that the Contractor is performing work under a Department of the Army Contract will give the Contractor no greater rights than any other applicant for a Department of the Army Permit.

MICHIGAN-INDIANA

Regulatory Functions Branch
Engineering & Technical Services
U.S. Army Engineer District, Detroit
P. O. Box 1027
Detroit, MI 48231
Telephone: 313-226-6813

1.4.1.2 Work Subject to 40 CFR 233

Any additional work (not specifically shown on the plans or included in the specifications), proposed by the Contractor, in or affecting waters of the United States, including wetlands, in the State of Michigan (as defined in 40 CFR 233, published in the Federal Register, Vol. 49 No. 192, Tuesday October 2, 1984) shall not be performed without a State of Michigan regulatory permit. Information on making an application for such permit may be obtained by contacting the office listed hereinafter. When applying for a permit or for information, a copy of any correspondence shall be furnished to the Contracting Officer. If a permit is not obtained, the additional work shall not be performed. Any delay in obtaining or processing the permit will not constitute a basis for a claim under this contract.

STATE OF MICHIGAN

Department of Environmental Quality

Land & Water Management Division
P.O. Box 30458
Stevens T. Mason Building
Lansing, MI 48909
Telephone: 517-373-4608

1.5 PROJECT/SITE CONDITIONS

1.5.1 Condition and Use of Project Site

The drawings indicate soundings and elevations at the dredging and placement site as found in condition surveys made as stated on the contract drawings. A notification of at least five (5) calendar days shall be given to the Contracting Officer prior to bringing any construction equipment or material upon the work site. The Contractor shall be responsible for damages that may be suffered due to its operations. The Contractor shall note CLAUSE titled "PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS."

1.5.1.1 Physical Conditions

The physical conditions shown on the drawings are indicative of those that prevailed at the time of the site investigations and may be different than those at the time of construction. Significant variations that would require changes to the plans or specification shall be reported to the Contracting Officer immediately.

1.5.2 Waterways Navigation and Traffic

The Contractor shall acquaint itself with all information and regulations pertaining to navigation and vessel traffic within the waterways at the project site. The Contractor shall coordinate with the U.S. Coast Guard to assure that a "NOTICE TO MARINERS" is issued prior to its work activity at the project site. A copy of the requisite notice form is enclosed in SECTION 01999. The completed form shall be sent to the address stated in the Subparagraph entitled "Temporary Lights, Signals and Buoys Required by U.S. Coast Guard". The Government will not undertake to keep the waterways free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act approved 8 August 1917 (see Title 33, U.S.C.A. Sec. 1). The Contractor is required to conduct its work in such manner as to obstruct navigation as little as possible and, in case the Contractor's plant so obstructs a channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon completion of the work, the Contractor shall promptly remove its plant, including ranges, buoys, piles, and other marks placed by it under the contract in navigable waters or on shore.

1.5.2.1 Navigation

Information and regulations pertaining to navigation may be obtained from the current issue of the "UNITED STATES COAST PILOT 6," issued annually by the Department of Commerce, National Oceanic and Atmospheric Administration (NOAA). The "UNITED STATES COAST PILOT" may be obtained from National Ocean Survey, NOAA, Distribution Division-C44, Riverdale, Maryland 20840.

1.5.2.2 Traffic

Vessels that may use the waterways at the project site consist of recreational craft and commercial vessels. This traffic may interfere with contract operations and the Contractor shall conduct its work with due regard to and in coordination with the requirements of all navigation. Information regarding the types and amount of passages made by commercial vessels that may use the waterways at the project site may be obtained from the current issue of the "Waterborne Commerce of the United States, Part 3, Waterways and Harbors, Great Lakes," published by the Department of Army, Corps of Engineers. The Department of the Army publication may be obtained at no charge from the following:

District Engineer, U.S. Army Engineer District, New Orleans, Waterborne Commerce Section, P.O. Box 60267, New Orleans, Louisiana 70160. Phone 504-862-1425, FAX 504-862-1091.

1.5.3 Existing Vegetation, Structures, Equipment, Utilities & Improvements

General locations of applicable existing utilities, vegetation, structures, equipment and improvements, based upon latest information available to the Government have been shown on the drawings. However, it is the Contractor's obligation to establish the exact horizontal and vertical location and size of all existing utility lines which are located within the required work area. The Contractor shall submit a utility location plan for approval by the Contracting Officer, locating existing utilities and a copy of its findings prior to commencing work on the site. Any utility lines which are not found by the Contractor, but which are known to exist at the project site, shall be reported to the Contracting Officer immediately. The Contracting Officer will have the option of directing commencement of work at the site or requiring the Contractor to submit further plans for locating the utility lines. Once the utilities have been located and marked, the Contractor shall be deemed to have the location made known to it pursuant to CLAUSE titled "PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS." The Contractor is required under CLAUSE titled "PERMITS AND RESPONSIBILITIES" to comply with, but not limited to, the Michigan Protection of Facilities During Construction Activities Act. If the Contractor damages any existing utility line, vegetation, structure, equipment or improvement, a report thereof shall be made immediately to the Contracting Officer. In any event, existing utility lines, vegetation, structures, equipment or improvements shall be protected from damage, and if damaged, shall be repaired by the Contractor at its own expense.

1.5.4 Identification of Employees

The Contractor shall be responsible for requiring each employee engaged on the work to wear a hardhat of a distinctive color to identify that the person is an employee of the Contractor or display such identification as may be approved.

1.5.5 Vehicular Access

Throughout the period of work on this contract, the Contractor shall maintain an all-weather roadway through or around its work area when work therein would otherwise block an existing roadway. Such permanent or temporary roadways shall be kept open for use by emergency vehicles, as well as residential and commercial traffic at all times.

1.5.6 Contractor-Furnished Utility Services

The Contractor shall furnish, at its own expense, all water, electric current and other utilities required for its use.

1.5.7 Contract Supervision and Representation

The Contractor's local representative shall be available to Government representatives during duty hours, 8 a.m. to 4:30 p.m., on normal working days and shall be available by telephone at other times. The name of the Contractor's representative and the contact telephone number shall be furnished to the Government. In addition the Contractor shall furnish electronic means by which Governments Representative can contact dredge at all times during actual working operations.

1.5.8 Traffic Control Plan

The Contractor shall control traffic in accordance with its approved plan. The traffic control plan shall be in detail and size specific for the control of traffic on the public roadways adjacent to the work area. Coordination of construction traffic with public use of the roadways shall be fully described, including all safety related characteristics.

1.5.9 Temporary Lights, Signals and Buoys Required by Coast Guard

All temporary lights, signals and buoys required by the U.S. Coast Guard must be displayed during the required work. Information regarding required signals, lights, buoys and other requirements may be obtained from the Commander (OAN), U.S. Coast Guard, Shore Maintenance Detachment, ATTENTION: Aids to Navigation Branch, 1240 East Ninth Street, Cleveland, Ohio 44199-2060, Telephone (216) 522-3990.

1.5.10 Navigation Buoys

1.5.10.1 Buoy Relocation Plan

If the relocation of existing navigation buoys is required to perform the contract work, the Contractor shall request permission for their relocation from the U.S. Coast Guard through the Contracting Officer. The request shall be provided to the Contracting Officer not less than three (3) weeks prior to need of the buoy relocation. The Contractor shall be responsible for performing the relocation work, which shall be in accordance with U.S. Coast Guard requirements.

1.5.10.2 Temporary Dredging and Construction Buoys

In order to distinguish temporary buoys placed and maintained by the Contractor for dredging or construction purposes from aids to navigation placed by the U.S. Coast Guard, the Contractor's buoys shall be white and the top two (2) feet shall be light green in color. The Contractor shall remove its temporary buoys at the completion of the work.

1.5.10.3 Buoy Markings

If buoys with special markings are needed to indicate the different sides of the navigable channel, prior arrangements shall be made with the U.S. Coast Guard, through the Contracting Officer.

1.5.11 Layout of Work and Surveys

1.5.11.1 Layout of Work

The following requirements are in addition to the requirements of CLAUSE titled "LAYOUT OF WORK." The Government has established bench marks and horizontal control points at the site of the work. Horizontal control points and descriptions of bench marks are shown on the drawings and on sheets enclosed in SECTION 01999. The elevations of bench marks are referred to IGLD 1985.

1.5.11.2 Surveyor Requirements

Prior to any survey work by the Contractor he shall submit his Survey Note Format showing in detail how he plans on taking survey notes in the field for the approval of the Contracting Officer. From these control points and bench marks, the Contractor shall lay out the work by establishing all lines, grades, range markers and gauges at the site as necessary to control the work. All survey information shall be recorded in accordance with standard and approved methods and in the format approved by the Contracting Officer. All field notes, sketches, recordings and computations made by the Contractor in performing the layout work shall be available at all times during the progress of the work for ready examination by the Contracting Officer or his or her duly authorized representative and upon completion of the contract work the originals shall be turned over to the Contracting Officer in ring binders.

1.5.11.3 Suspension

The Contracting Officer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking the work. Such suspension will be withdrawn upon satisfactory replacement of location and limit marks. Such suspension shall be at no additional cost to the Government and shall not entitle the Contractor to an extension of time for completing the work.

1.6 SEQUENCING AND SCHEDULING

1.6.1 Exclusion of Period in Computing Completion Schedules

No work will be required during the period between 1 December and 30 April, inclusive and the days in this period will not be counted when computing the required completion date. The Contractor may perform work, unless otherwise prohibited, during all or any part of this period upon giving prior written notice to the Contracting Officer.

1.6.2 Dredging Period Restriction

The Contractor's attention is directed to the allowed and prohibited dredging periods as established by the State of Michigan for this project as specified in SECTION 01130, "ENVIRONMENTAL PROTECTION" Paragraph, "PROTECTION OF ENVIRONMENTAL RESOURCES", Subparagraph, "State of Michigan - Allowed and Prohibited Dredging". The number of calendar days within which the Contractor is required to complete the work under this contract, as established in Clause titled "COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK", is exclusive of the above referenced periods during which dredging is prohibited and the days in these periods will not be counted when computing the required completion date.

1.6.3 Sunday, Holiday And Night Operations

When the Contractor elects to work on Sundays, holidays or nights (when not prohibited herein), notice of its intention to do so shall be given to the Contracting Officer not less than forty-eight (48) hours in advance thereof. Adequate lighting for thorough inspection of night operations shall be provided by the Contractor at its expense.

1.6.3.1 Work Period Restrictions

No work is allowed at the project sites during the following periods:

a. Holiday periods as follows:

- (1) 6 p.m. 28 May to 6 a.m. 1 June 2004
- (2) 6 p.m. 2 July to 6 a.m. 6 July 2004
- (3) 6 p.m. 3 September to 6 a.m. 7 September 2004

The above-stated no-work periods, as applicable, are included in the number of calendar days within which the Contractor is required to complete the work as established in CLAUSE titled "COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK", and therefore the above-stated no-work periods will not entitle the Contractor to additional time for completion of the work.

1.6.4 Start Work

Evidence that the Contractor has started mobilization and preparation of submittal register, and other preparatory work will satisfy the requirement that work commence within ten (10) calendar days after receipt of Notice to Proceed. (See Clause titled COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK, FAR 52.212-0003.)

1.7 PRESERVATION OF HISTORICAL, ARCHAEOLOGICAL AND CULTURAL RESOURCES

If, during construction activities, the Contractor observes items that may have archaeological, historical or cultural value, such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination can be made as to their significance and what, if any, special disposition of the funds should be made. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent its employees from trespassing on, removing, or otherwise damaging such resources.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

SECTION TABLE OF CONTENTS
DIVISION 01 - GENERAL REQUIREMENTS
SECTION 01101
REAL ESTATE

PART 1 GENERAL

- 1.1 SUBMITTALS
 - 1.1.1 REGULATORY REQUIREMENTS
 - 1.1.2 Real Estate Rights
 - 1.1.3 Additional Real Estate Rights
- 1.2 PROJECT/SITE CONDITIONS
 - 1.2.1 Location and Verification
 - 1.2.2 Survey Markers
 - 1.2.2.1 Semipermanent Markers
 - 1.2.2.2 Temporary Markers

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section Table of Contents --

SECTION 01101

REAL ESTATE

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with SECTION 01330, entitled "SUBMITTAL PROCEDURES":

SD-18 Records

Additional Real Estate Rights; G,REA

Copies of any agreements for Contractor-acquired real estate rights shall be furnished before entering thereon.

1.1.1 REGULATORY REQUIREMENTS

1.1.2 Real Estate Rights

Rights for the use of the placement area have been obtained and the general limits of the areas are shown on the drawings. All real estate lake ward of the Ordinary High Water Mark (Elevation 603.1 feet) is under Federal jurisdiction and no permit or agreements are necessary for work therein except as specified in SECTION 01100, "SPECIAL PROJECT PROCEDURES", Paragraph, "Additional Work Proposed and Not Authorized". No other real estate rights have been obtained by the Government for this project.

1.1.3 Additional Real Estate Rights

Any additional real estate rights desired by the Contractor shall be obtained by the Contractor at its own expense. Such agreements shall clearly relieve the Government of any responsibility for damages or liability resulting from the Contractor's use of such grounds.

1.2 PROJECT/SITE CONDITIONS

1.2.1 Location and Verification

It shall be the Contractor's responsibility to accurately locate the limits of all lands utilized under the contract. The corner and angle points of each area for which rights have been obtained shall be marked with semipermanent markers except where there is an approved existing property marker. Temporary markers shall be placed at points on alignment. The points on alignment shall be marked at stations so that intervals between points do not exceed 200 feet.

1.2.2 Survey Markers

All markers shall be installed in an area prior to its use and they shall be available for reference during and upon completion of use of the area. Where approved existing property markers are found, a witness stake, as

specified in Subparagraph, "Semipermanent Markers" below, shall be provided. If the types of markers specified hereinafter cannot be used, other types, as approved by the Contracting Officer, shall be provided.

1.2.2.1 Semipermanent Markers

The markers shall be a steel rod one-half inch in diameter and four (4) feet long. The steel rod shall be driven vertically into the ground so that the top is flush with the finished ground surface. Each marker shall be witnessed by a 2" x 2" yellow stake extending two (2) feet above the ground surface and driven into the ground until stable, with not less than one (1) foot penetration.

1.2.2.2 Temporary Markers

Markers shall be 2" x 2", red-colored, wood hub stakes driven into the ground until stable (not less than one (1) foot penetration) with two (2) feet projecting above the ground surface. If the period in which temporary markers are to be in place exceeds one (1) construction season, a more permanent type of marker, as approved, shall be provided.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01130

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

- 1.1 REFERENCES
- 1.2 DEFINITIONS
- 1.3 SUBMITTALS
- 1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS
 - 1.4.1 Protection of Features
 - 1.4.2 Environmental Assessment of Contract Deviations
- 1.5 ENVIRONMENTAL PROTECTION PLAN
 - 1.5.1 Federal, State and Local Laws and Regulations
 - 1.5.2 Spill Control Plan
 - 1.5.3 Recycling and Waste Minimization Plan
 - 1.5.4 Contaminant Prevention Plan
 - 1.5.5 Environmental Monitoring

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

- 3.1 SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS
 - 3.1.1 Tree Protection
 - 3.1.2 Location of Field Offices, Storage & Other Contractor Facilities
 - 3.1.3 Protection of Fish, Wildlife and Flora
 - 3.1.4 U.S. Department of Agriculture (USDA) Quarantined Considerations
 - 3.1.5 Control of Non-Indigenous Aquatic Nuisance Species
 - 3.1.6 Soil Disposal Areas on Government Property
 - 3.1.7 Disposal of Solid Wastes
 - 3.1.8 Protection of Land
 - 3.1.8.1 Work Area Limits
 - 3.1.8.2 Protection of Landscape
 - 3.1.8.3 Disposal of Chemical Waste
 - 3.1.8.4 Spillages
 - 3.1.8.5 Hydrocarbons, Carbon Monoxide and Oxides of Nitrogen and Sulfur Oxides
 - 3.1.8.6 Odors
 - 3.1.8.7 Protection from Sound Intrusions
 - 3.1.9 Clearing Debris
 - 3.1.10 Disposal of Contractor Generated Hazardous Wastes
 - 3.1.11 Fuels and Lubricants
- 3.2 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES
 - 3.2.1 Discovered Historic, Archaeological, and Cultural Resources
- 3.3 PROTECTION OF WATER RESOURCES
- 3.4 PROTECTION OF FISH AND WILDLIFE RESOURCES
 - 3.4.1 State of Michigan - Allowed and Prohibited Dredging
 - 3.4.2 Particulates

LLH04

- 3.5 INSPECTION
- 3.6 MAINTENANCE OF POLLUTION CONTROL FACILITIES
- 3.7 TRAINING OF CONTRACTOR PERSONNEL
- 3.8 POST CONSTRUCTION CLEANUP OR OBLITERATION

-- End of Section Table of Contents --

SECTION 01130

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

40 CFR 261 Identification and listing of Hazardous Waste

ENGINEERING MANUALS (EM)

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

MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)

MDOT 1996 (1996) Standard Specifications for Construction

1.2 DEFINITIONS

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

1.3 SUBMITTALS

Government approval is required for all submittals with a "G" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Environmental Protection Plan; G-AOF

Submit in writing an Environmental Protection Plan within ten (10) calendar days after receipt of the Notice To Proceed. See Article titled ENVIRONMENTAL PROTECTION PLAN for details. Information on existing environmental documents pertaining to the project may be obtained by

contacting the Environmental Analysis Branch, Detroit District, U.S. Army Corps of Engineers, 477 Michigan Avenue, Detroit, MI. 48226.

1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS

The Contractor shall comply with all applicable Federal, State, and local laws, regulations, permits and licenses. The Contractor shall provide environmental protective measures and procedures to prevent and control pollution, limit habitat disruption, and correct environmental damage that occurs during construction.

1.4.1 Protection of Features

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

1.4.2 Environmental Assessment of Contract Deviations

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

The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact. The preparation of new environmental documents pertaining to the project shall become the responsibility of the Contractor. The Contractor shall obtain any necessary permits or licenses that have not been obtained by the Government.

1.5 ENVIRONMENTAL PROTECTION PLAN

The Contractor shall submit an Environmental Protection Plan for review and acceptance by the Contracting Officer. The Government will consider an interim plan for the first 30 days of operations. However, the Contractor shall furnish an acceptable final plan not later than 30 calendar days after receipt of the Notice to Proceed. Acceptance is conditional and is predicated upon satisfactory performance during construction. The Government reserves the right to require the Contractor to make changes in the Environmental Protection Plan or operations if the Contracting Officer determines that environmental protection requirements are not being met. The plan shall detail the actions which the Contractor shall take to comply with all applicable Federal, State, and local laws and regulations concerning environmental protection and pollution control and abatement, as well as the additional specific requirements of this contract. No physical work at the site shall begin prior to acceptance of the Contractor's plan.

or an interim plan covering the work to be performed. The environmental protection plan shall include, but not be limited to, the following:

1.5.1 Federal, State and Local Laws and Regulations

The Contractor shall be knowledgeable of all Federal, State and local environmental laws and regulations which apply to the construction operations under the Contract and shall list any unique requirements applicable to this contract as part of the Environmental Protection Plan.

1.5.2 Spill Control Plan

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

- a. The name of the individual who will be responsible for implementing and supervising the containment and cleanup.
- b. Training requirements for Contractor's personnel and methods of accomplishing the training.
- c. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.
- d. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.
- e. The methods and procedures to be used for expeditious contaminant cleanup.
- f. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity spill occurs. The plan shall contain a list of the required reporting channels and telephone numbers.

1.5.3 Recycling and Waste Minimization Plan

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

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

1.5.4 Contaminant Prevention Plan

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

1.5.5 Environmental Monitoring

The Contractor shall include in the plan the details of environmental monitoring requirements under the laws and regulations and a description of how this monitoring will be accomplished. All environmental monitoring shall include monitoring of construction effects on "lands and water, air resources" and that the "effect to be monitored includes noise and vibration".

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS

3.1.1 Tree Protection

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

3.1.2 Location of Field Offices, Storage & Other Contractor Facilities

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in area provided by the Contractor. Temporary placement or relocation of Contractor facilities shall be made only on approval by the Contracting Officer.

3.1.3 Protection of Fish, Wildlife and Flora

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

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

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

3.1.5 Control of Non-Indigenous Aquatic Nuisance Species

The Contractor shall conduct diligent watercraft operating practices to prevent the spread of Aquatic Nuisance Species (ANS). Such practices shall include, but not be limited to, cleaning equipment on-site to prevent the spread of seeds, eggs, larvae, or other dispersal vectors (e.g. do not transport soil and plant matter from one location to another); and discharging or exchanging ballast water or other water from a vessel of any type only at a location where chances for survival of ANS are minimal, such as at cold, deep regions of the Great Lakes which are far from shore.

3.1.6 Soil Disposal Areas on Government Property

Material disposal on Government property shall be disposed only in those areas designated on the contract drawings. Hazardous, toxic, and radiological wastes (HTRW) shall not be disposed of on Government property. Disposal operations shall be managed and controlled to prevent erosion of soil or sediment from entering nearby waters or wetlands. Disposal operations shall be developed and managed in accordance with the grading plan shown on the drawings or as approved by the Contracting Officer.

3.1.7 Disposal of Solid Wastes

Solid waste is rubbish, debris, waste materials, garbage, and other discarded solid materials (excluding clearing debris and hazardous waste as defined in following paragraphs). Solid waste shall be placed in containers and disposed on a regular schedule. All handling and disposal shall be conducted in such a way as to prevent spillage and contamination.

3.1.8 Protection of Land

3.1.8.1 Work Area Limits

Prior to any construction the Contractor shall mark where work is to be performed under this contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible during darkness, The Contractor shall convey to its personnel the purpose of marking and/or protection of all necessary objects.

3.1.8.2 Protection of Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features to be preserved, indicated and defined on the drawings submitted by the Contractor as a part of the Environmental Protection Plan shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques.

3.1.8.3 Disposal of Chemical Waste

Chemical waste shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State, and local laws and regulations.

3.1.8.4 Spillages

Special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, ashes, sawdust, waste washings, herbicides and insecticides, rubbish or sewage, and other pollutants from entering public waters.

3.1.8.5 Hydrocarbons, Carbon Monoxide and Oxides of Nitrogen and Sulfur Oxides

Vapor/gaseous emissions of hydrocarbons, carbon monoxide, oxides of nitrogen and sulfur oxides from equipment shall be controlled to Federal and State allowable limits at all times.

3.1.8.6 Odors

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

3.1.8.7 Protection from Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize damage to the environment by noise.

3.1.9 Clearing Debris

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

- a. The Contractor shall collect trees, tree stumps, tree trimmings, shrubs, leaves, and other vegetative matter; and shall transport from Government property for proper disposal and/or recycling in compliance with Federal, State, and local requirements. The Contractor shall segregate the matter where appropriate for proper disposal. Untreated and unpainted scrap lumber may be disposed of with this debris where appropriate.
- b. Excavated natural materials shall be placed in the designated area on the drawings.
- c. Demolition products shall be transported from Government property for proper disposal and/or recycling in compliance with Federal, State, and local requirements.

3.1.10 Disposal of Contractor Generated Hazardous Wastes

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

3.1.11 Fuels and Lubricants

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

3.2 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

3.2.1 Discovered Historic, Archaeological, and Cultural Resources

If during construction activities, items are observed that may have historic or archaeological value or artifacts are discovered, such items shall be protected in place and the observations shall be reported immediately to the Contracting Officer so that the District Archaeologist may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall prevent its employees from trespassing on, removing, or otherwise disturbing such resources.

3.3 PROTECTION OF WATER RESOURCES

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

3.4 PROTECTION OF FISH AND WILDLIFE RESOURCES

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish, wildlife and flora. Species that required specific attention along with measures for their protection shall be listed by the Contractor prior to beginning of construction operations. See Subparagraph, "Environmental Protection Plan."

3.4.1 State of Michigan - Allowed and Prohibited Dredging

During the following periods of the year dredging is allowed:

<u>Harbor</u>	<u>Allowed Periods:</u>
Little Lake Harbor	01 May through 31 March

Dredging is prohibited during any other periods.

3.4.2 Particulates

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

3.5 INSPECTION

If the Contracting Officer notifies the Contractor in writing of any observed noncompliance with contract requirements or Federal, State, or local laws, regulations, or permits, the Contractor shall inform the

Contracting Officer of proposed corrective action and take such action to correct the noncompliance. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action is taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

3.6 MAINTENANCE OF POLLUTION CONTROL FACILITIES

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

3.7 TRAINING OF CONTRACTOR PERSONNEL

Contractor personnel shall be trained in environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel monthly.

The training and meeting agenda shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, installation and care of facilities (vegetative covers, etc.), and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control. Anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants, shall also be discussed. Other items that must be discussed shall include recognition and protection of Archaeological sites and artifacts and historic structures.

3.8 POST CONSTRUCTION CLEANUP OR OBLITERATION

The Contractor shall obliterate all signs of temporary facilities such as haul roads, work area, structures, stock piles of excess or waste materials, fencing, buoys, stakes, or other vestiges of construction within the work, storage and access areas or as directed by the Contracting Officer. Except for surfaced areas, the areas shall be restored to near natural conditions which permit the growth of vegetation thereon. In areas where restoration to near natural conditions is not required, surfaces shall be evenly and smoothly dressed, sloped to drain, and the edges of the restored area graded to be flush with the surrounding existing grade even if original contours are not restored. All damaged non-surfaced areas shall be restored by topsoiling, fertilizing, seeding and mulching, unless otherwise specified or directed. The topsoiling, fertilizing, seeding, and mulching shall be in accordance with the applicable provisions of MDOT 1996.

-- End of Section --

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01312A

QUALITY CONTROL SYSTEM (QCS)

- 1.1 GENERAL
 - 1.1.1 Correspondence and Electronic Communications
 - 1.1.2 Other Factors
- 1.2 QCS SOFTWARE
- 1.3 SYSTEM REQUIREMENTS
- 1.4 RELATED INFORMATION
 - 1.4.1 QCS User Guide
 - 1.4.2 Contractor Quality Control(CQC) Training
- 1.5 CONTRACT DATABASE
- 1.6 DATABASE MAINTENANCE
 - 1.6.1 Administration
 - 1.6.1.1 Contractor Information
 - 1.6.1.2 Subcontractor Information
 - 1.6.1.3 Correspondence
 - 1.6.1.4 Equipment
 - 1.6.1.5 Management Reporting
 - 1.6.2 Finances
 - 1.6.2.1 Pay Activity Data
 - 1.6.2.2 Payment Requests
 - 1.6.3 Quality Control (QC)
 - 1.6.3.1 Daily Contractor Quality Control (CQC) Reports.
 - 1.6.3.2 Deficiency Tracking.
 - 1.6.3.3 Three-Phase Control Meetings
 - 1.6.3.4 Accident/Safety Tracking.
 - 1.6.3.5 Features of Work
 - 1.6.3.6 QC Requirements
 - 1.6.4 Submittal Management
 - 1.6.5 Schedule
 - 1.6.6 Import/Export of Data
- 1.7 IMPLEMENTATION
- 1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM
 - 1.8.1 File Medium
 - 1.8.2 Disk or CD-ROM Labels
 - 1.8.3 File Names
- 1.9 MONTHLY COORDINATION MEETING
- 1.10 NOTIFICATION OF NONCOMPLIANCE

-- End of Section Table of Contents --

SECTION 01312A

QUALITY CONTROL SYSTEM (QCS)

1.1 GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01320A, PROJECT SCHEDULE, Section 01330, SUBMITTAL PROCEDURES, and Section 01451A, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on 3-1/2 inch high-density diskettes or CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

1.3 SYSTEM REQUIREMENTS

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

Hardware

IBM-compatible PC with 500 MHz Pentium or higher processor
128+ MB RAM for work station/ 256+MB RAM for server.
4 GB hard drive disk space for sole use by the QCS system
3 1/2 inch high-density floppy drive
Compact disk (CD) Reader 8X speed or higher
SVGA or higher resolution monitor (1024X768, 256 colors)
Mouse or other pointing device.
Windows compatible printer. (Laser printer must have 4 MB+ of RAM)
Connection to the Internet, minimum 256k BPS

Software

MS Windows 98, ME, NT, or 2000
Word Processing software compatible with MS Word 97 or newer
Latest version of; Navigator, Microsoft Internet Explorer, or other browser that supports HTML 4.0 or higher
The Contractor's computer system shall be protected by virus protection software that is regularly upgraded with all issued manufacturer's updates throughout the life of the contract.
Electronic mail (E-mail) MAPI compatible.

1.4 RELATED INFORMATION

1.4.1 QCS User Guide

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

1.4.2 Contractor Quality Control(CQC) Training

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

1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

1.6 DATABASE MAINTENANCE

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

1.6.1 Administration

1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

1.6.1.2 Subcontractor Information

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

1.6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.6.1.4 Equipment

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

1.6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective

of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

1.6.2 Finances

1.6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

1.6.2.2 Payment Requests

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

1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451A, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01451A, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

1.6.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies

identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

1.6.3.3 Three-Phase Control Meetings

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

1.6.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 200.

1.6.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.6.3.6 QC Requirements

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

1.6.4 Submittal Management

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

1.6.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts", or Section 01320A, PROJECT SCHEDULE, as applicable. This schedule shall be input and maintained in the QCS database either manually

or by using the Standard Data Exchange Format (SDEF) (see Section 01320A PROJECT SCHEDULE). The updated schedule data shall be included with each pay request submitted by the Contractor.

1.6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

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

1.8.1 File Medium

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

1.8.2 Disk or CD-ROM Labels

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

1.8.3 File Names

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

1.9 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be

LLH04

returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

-- End of Section --

SECTION TABLE OF CONTENTS
DIVISION 01 - GENERAL REQUIREMENTS
SECTION 01330
SUBMITTAL PROCEDURES

PART 1 GENERAL

- 1.1 SUMMARY
 - 1.1.1 Government-Furnished Information
- 1.2 DEFINITIONS
 - 1.2.1 Submittal
 - 1.2.2 Types of Submittals
- 1.3 SUBMITTAL IDENTIFICATION (SD)
 - 1.3.1 Approving Authority
 - 1.3.2 Work
- 1.4 SUBMITTALS
- 1.5 USE OF SUBMITTAL REGISTER [DATABASE]
 - 1.5.1 Submittal Register
 - 1.5.2 Contractor Use of Submittal Register
 - 1.5.3 Approving Authority Use of Submittal Register
 - 1.5.4 Contractor Action Code and Action Code
 - 1.5.5 Copies Delivered to the Government
- 1.6 PROCEDURES FOR SUBMITTALS
 - 1.6.1 Reviewing, Certifying, Approving Authority
 - 1.6.2 Constraints
 - 1.6.3 Scheduling
 - 1.6.4 Variations
 - 1.6.4.1 Considering Variations
 - 1.6.4.2 Proposing Variations
 - 1.6.4.3 Warranting That Variations Are Compatible
 - 1.6.4.4 Review Schedule Is Modified
 - 1.6.5 Contractor's Responsibilities
 - 1.6.6 QC Organization Responsibilities
 - 1.6.7 Government's Responsibilities
 - 1.6.8 Actions Possible
- 1.7 FORMAT OF SUBMITTALS
 - 1.7.1 Transmittal Form
 - 1.7.2 Format for Shop Drawings
 - 1.7.3 Format of Administrative Submittals
- 1.8 QUANTITY OF SUBMITTALS
 - 1.8.1 Number of Copies of Product Data
 - 1.8.2 Number of Copies of Shop Drawings
 - 1.8.3 Number of Copies of Administrative Submittals
- 1.9 SUBMITTAL CLASSIFICATION
 - 1.9.1 Government Approved
 - 1.9.2 Information Only
- 1.10 APPROVED SUBMITTALS
- 1.11 DISAPPROVED SUBMITTALS
- 1.12 WITHHOLDING OF PAYMENT
- 1.13 GENERAL
- 1.14 SUBMITTAL REGISTER

LLH04

- 1.15 SCHEDULING
- 1.16 TRANSMITTAL FORM (ENG FORM 4025)
- 1.17 SUBMITTAL PROCEDURES
 - 1.17.1 Procedures
 - 1.17.2 Deviations
- 1.18 CONTROL OF SUBMITTALS
- 1.19 GOVERNMENT APPROVED SUBMITTALS
- 1.20 INFORMATION ONLY SUBMITTALS
- 1.21 STAMPS

PART 2 PRODUCTS

PART 3 EXECUTION

-- End of Section Table of Contents --

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

1.1.1 Government-Furnished Information

Submittal register will be delivered to the contractor, by contracting officer [on 3 1/2 inch disk]. Register database will have the following fields completed, to the extent that will be required by the Government during subsequent usage.

Column (c): Lists specification section in which submittal is required.

Column (d): Lists each submittal description (SD No. and type, e.g. SD-04 Drawings) required in each specification section.

Column (e): Lists one principal paragraph in specification section where a material or product is specified. This listing is only to facilitate locating submitted requirements. Do not consider entries in column (e) as limiting project requirements.

Column (f): Indicate approving authority for each submittal. A "G" indicates approval by contracting officer; a blank indicates approval by QC manager.

The database and submittal management program will be extractable from the disk furnished to contractor, for operation on contractor's IBM compatible personal computer with 640kb RAM, a hard drive, and 3 1/2 inch high density floppy disk drive.

1.2 DEFINITIONS

1.2.1 Submittal

Shop drawings, product data, samples, and administrative submittals presented for review and approval. Contract Clauses "FAR 52.236-5, Material and Workmanship," paragraph (b) and "FAR 52.236-21, Specifications and Drawings for Construction," paragraphs (d), (e), and (f) apply to all "submittals."

1.2.2 Types of Submittals

All submittals are classified as indicated in paragraph "Submittal Descriptions (SD)". Submittals also are grouped as follows:

- a. Shop drawings: As used in this section, drawings, schedules, diagrams, and other data prepared specifically for this contract, by contractor or through contractor by way of subcontractor, manufacturer, supplier, distributor, or other lower tier

contractor, to illustrate portion of work.

- b. Product data: Preprinted material such as illustrations, standard schedules, performance charts, instructions, brochures, diagrams, manufacturer's descriptive literature, catalog data, and other data to illustrate portion of work, but not prepared exclusively for this contract.
- c. Samples: Physical examples of products, materials, equipment, assemblies, or workmanship that are physically identical to portion of work, illustrating portion of work or establishing standards for evaluating appearance of finished work or both.
- d. Administrative submittals: Data presented for reviews and approval to ensure that administrative requirements of project are adequately met but not to ensure directly that work is in accordance with design concept and in compliance with contract documents.

1.3 SUBMITTAL IDENTIFICATION (SD)

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

SD-01 Preconstruction Submittals

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

1.3.1 Approving Authority

Person authorized to approve submittal.

1.3.2 Work

As used in this section, on- and off-site construction required by contract documents, including labor necessary to produce construction and materials, products, equipment, and systems incorporated or to be incorporated in such construction.

1.4 SUBMITTALS

Submit the following in accordance with the requirements of this section.

SD-01 Preconstruction Submittals

Submittal register; G-AOF

1.5 USE OF SUBMITTAL REGISTER [DATABASE]

Prepare and maintain submittal register, as the work progresses.[Use

electronic submittal register program furnished by the Government or any other format.] Do not change data which is output in columns (c), (d), (e), and (f) as delivered by government; retain data which is output in columns (a), (g), (h), and (i) as approved.

1.5.1 Submittal Register

Submit submittal register as an electronic database, using submittals management program furnished to contractor. Submit with quality control plan and project schedule required by Section 01450A, "Quality Control" and Do not change data in columns (c), (d), (e), and (f) as delivered by the government. Verify that all submittals required for project are listed and add missing submittals. Complete the following on the register database:

Column (a) Activity Number: Activity number from the project schedule.

Column (g) Contractor Submit Date: Scheduled date for approving authority to receive submittals.

Column (h) Contractor Approval Date: Date contractor needs approval of submittal.

Column (i) Contractor Material: Date that contractor needs material delivered to contractor control.

1.5.2 Contractor Use of Submittal Register

Update the following fields[in the government-furnished submittal register program or equivalent fields in program utilized by contractor].

Column (b) Transmittal Number: Contractor assigned list of consecutive numbers.

Column (j) Action Code (k): Date of action used to record contractor's review when forwarding submittals to QC.

Column (l) List date of submittal transmission.

Column (q) List date approval received.

1.5.3 Approving Authority Use of Submittal Register

Update the following fields[in the government-furnished submittal register program or equivalent fields in program utilized by contractor].

Column (b).

Column (l) List date of submittal receipt.

Column (m) through (p).

Column (q) List date returned to contractor.

1.5.4 Contractor Action Code and Action Code

Entries used will be as follows (others may be prescribed by Transmittal Form):

NR - Not Received

AN - Approved as noted

A - Approved

RR - Disapproved, Revise, and Resubmit

1.5.5 Copies Delivered to the Government

Deliver one copy of submitted register updated by contractor to government with each invoice request. Deliver in electronic format, unless a paper copy is requested by contracting officer.

1.6 PROCEDURES FOR SUBMITTALS

1.6.1 Reviewing, Certifying, Approving Authority

QC organization shall be responsible for reviewing and certifying that submittals are in compliance with contract requirements. Approving authority on submittals is QC manager unless otherwise specified for specific submittal. At each "Submittal" paragraph in individual specification sections, a notation "G," following a submittal item, indicates contracting officer is approving authority for that submittal item.

1.6.2 Constraints

- a. Submittals listed or specified in this contract shall conform to provisions of this section, unless explicitly stated otherwise.
- b. Submittals shall be complete for each definable feature of work; components of definable feature interrelated as a system shall be submitted at same time.
- c. When acceptability of a submittal is dependent on conditions, items, or materials included in separate subsequent submittals, submittal will be returned without review.
- d. Approval of a separate material, product, or component does not imply approval of assembly in which item functions.

1.6.3 Scheduling

- a. Coordinate scheduling, sequencing, preparing and processing of submittals with performance of work so that work will not be delayed by submittal processing. Allow for potential requirements to resubmit.
- b. Except as specified otherwise, allow review period, beginning with receipt by approving authority, that includes at least 15 working days for submittals for QC manager approval and 20 working days for submittals for contracting officer approval. Period of review for submittals with contracting officer approval begins when Government receives submittal from QC organization. Period of review for each resubmittal is the same as for initial submittal.

1.6.4 Variations

Variations from contract requirements require Government approval pursuant to contract Clause entitled "FAR 52.236-21, Specifications and Drawings for Construction" and will be considered where advantageous to government.

1.6.4.1 Considering Variations

Discussion with contracting officer prior to submission, will help ensure functional and quality requirements are met and minimize rejections and resubmittals. When contemplating a variation which results in lower cost, consider submission of the variation as a Value Engineering Change Proposal (VECP).

1.6.4.2 Proposing Variations

When proposing variation, deliver written request to the contracting officer, with documentation of the nature and features of the variation and why the variation is desirable and beneficial to government. If lower cost is a benefit, also include an estimate of the cost saving. In addition to documentation required for variation, include the submittals required for the item. Clearly mark the proposed variation in all documentation.

1.6.4.3 Warranting That Variations Are Compatible

When delivering a variation for approval, contractor warrants that this contract has been reviewed to establish that the variation, if incorporated, will be compatible with other elements of work.

1.6.4.4 Review Schedule Is Modified

In addition to normal submittal review period, a period of 10 working days will be allowed for consideration by the Government of submittals with variations.

1.6.5 Contractor's Responsibilities

- a. Determine and verify field measurements, materials, field construction criteria; review each submittal; and check and coordinate each submittal with requirements of the work and contract documents.
- b. Transmit submittals to QC organization in accordance with schedule on approved Submittal Register, and to prevent delays in the work, delays to government, or delays to separate contractors.
- c. Advise contracting officer of variation, as required by paragraph entitled "Variations."
- d. Correct and resubmit submittal as directed by approving authority. When resubmitting disapproved transmittals or transmittals noted for resubmittal, the contractor shall provide copy of that previously submitted transmittal including all reviewer comments for use by approving authority. Direct specific attention in writing or on resubmitted submittal, to revisions not requested by approving authority on previous submissions.
- e. Furnish additional copies of submittal when requested by contracting officer, to a limit of 7 copies per submittal.

- f. Complete work which must be accomplished as basis of a submittal in time to allow submittal to occur as scheduled.
- g. Ensure no work has begun until submittals for that work have been returned as "approved," or "approved as noted", except to the extent that a portion of work must be accomplished as basis of submittal.

1.6.6 QC Organization Responsibilities

- a. Note date on which submittal was received from contractor on each submittal.
- b. Review each submittal; and check and coordinate each submittal with requirements of work and contract documents.
- c. Review submittals for conformance with project design concepts and compliance with contract documents.
- d. Act on submittals, determining appropriate action based on QC organization's review of submittal.

(1) When QC manager is approving authority, take appropriate action on submittal from the possible actions defined in paragraph entitled, "Actions Possible."

(2) When contracting officer is approving authority or when variation has been proposed, forward submittal to Government with certifying statement or return submittal marked "not reviewed" or "revise and resubmit" as appropriate. The QC organization's review of submittal determines appropriate action.

- e. Ensure that material is clearly legible.
- f. Stamp each sheet of each submittal with QC certifying statement or approving statement, except that data submitted in bound volume or on one sheet printed on two sides may be stamped on the front of the first sheet only.

(1) When approving authority is contracting officer, QC organization will certify submittals forwarded to contracting officer with the following certifying statement:

"I hereby certify that the equipment and material shown and marked in this submittal is that proposed to be incorporated with contract Number DACW35-03-R-0002, is in compliance with the contract drawings and specification, can be installed in the allocated spaces, and is submitted for Government approval.

Certified by Submittal Reviewer _____, Date _____
(Signature when applicable)

Certified by QC manager _____, Date _____"
(Signature)

(2) When approving authority is QC manager, QC manager will use the following approval statement when returning submittals to contractor as "Approved" or "Approved as Noted."

"I hereby certify that the material and equipment shown and marked in this submittal and proposed to be incorporated with contract Number DACW35-03-R-0002, is in compliance with the contract drawings and specification, can be installed in the allocated spaces, and is _____ approved for use.

Certified by Submittal Reviewer _____, Date _____
(Signature when applicable)

Approved by QC manager _____, Date _____"
(Signature)

- g. Sign certifying statement or approval statement. The person signing certifying statements shall be QC organization member designated in the approved QC plan. The signatures shall be in original ink. Stamped signatures are not acceptable.
- h. Update submittal register [database]as submittal actions occur and maintain the submittal register at project site until final acceptance of all work by contracting officer.
- i. Retain a copy of approved submittals at project site, including contractor's copy of approved samples.

1.6.7 Government's Responsibilities

When approving authority is contracting Officer, the Government will:

- a. Note date on which submittal was received from QC manager, on each submittal for which the contracting officer is approving authority.
- b. Review submittals for approval within scheduling period specified and only for conformance with project design concepts and compliance with contract documents.
- c. Identify returned submittals with one of the actions defined in paragraph entitled "Actions Possible" and with markings appropriate for action indicated.

1.6.8 Actions Possible

Submittals will be returned with one of the following notations:

- a. Submittals marked "not reviewed" will indicate submittal has been previously reviewed and approved, is not required , does not have evidence of being reviewed and approved by contractor, or is not complete. A submittal marked "not reviewed" will be returned with an explanation of the reason it is not reviewed. Resubmit submittals returned for lack of review by contractor or for being incomplete, with appropriate action, coordination, or change.
- b. Submittals marked "approved" "approved as submitted" authorize contractor to proceed with work covered.
- c. Submittals marked "approved as noted" or "approval except as noted; resubmission not required" authorize contractor to proceed with work as noted provided contractor takes no exception to the notations.

- d. Submittals marked "revise and resubmit" or "disapproved" indicate submittal is incomplete or does not comply with design concept or requirements of the contract documents and shall be resubmitted with appropriate changes. No work shall proceed for this item until resubmittal is approved.

1.7 FORMAT OF SUBMITTALS

1.7.1 Transmittal Form

Transmit each submittal, except sample installations and sample panels, to office of approving authority. Transmit submittals with transmittal form prescribed by contracting officer and standard for project. The transmittal form shall identify contractor, indicate date of submittal, and include information prescribed by transmittal form and required in paragraph entitled "Identifying Submittals." Process transmittal forms to record actions regarding sample panels and sample installations.

1.7.2 Format for Shop Drawings

- a. Shop drawings shall not be less than 8 1/2 by 11 inches nor more than 30 by 42 inches.
- b. Present 8 1/2 by 11 inches sized shop drawings as part of the bound volume for submittals required by section. Present larger drawings in sets.
- c. Include on each drawing the drawing title, number, date, and revision numbers and dates, in addition to information required in paragraph entitled "Identifying Submittals."
- d. Dimension drawings, except diagrams and schematic drawings; prepare drawings demonstrating interface with other trades to scale. Shop drawing dimensions shall be the same unit of measure as indicated on the contract drawings. Identify materials and products for work shown.

1.7.3 Format of Administrative Submittals

- a. When submittal includes a document which is to be used in project or become part of project record, other than as a submittal, do not apply contractor's approval stamp to document, but to a separate sheet accompanying document.
- b. Operation and Maintenance Manual Data: Submit in accordance with Section 01781N, "Operation and Maintenance Data." Include components required in that section and the various technical sections.

1.8 QUANTITY OF SUBMITTALS

1.8.1 Number of Copies of Product Data

- a. Submit six copies of submittals of product data requiring review and approval only by QC organization and seven copies of product data requiring review and approval by contracting officer. Submit three copies of submittals of product data for operation and maintenance manuals.

1.8.2 Number of Copies of Shop Drawings

Submit shop drawings in compliance with quantity requirements specified for product data.

1.8.3 Number of Copies of Administrative Submittals

- a. Unless otherwise specified, submit administrative submittals compliance with quantity requirements specified for product data.
- b. Submit administrative submittals required under "SD-10 Operation and Maintenance Data" to conform to Section 01781N, "Operation and Maintenance Data."

1.9 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.9.1 Government Approved

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

1.9.2 Information Only

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

1.10 APPROVED SUBMITTALS

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

1.11 DISAPPROVED SUBMITTALS

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

1.12 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required

approvals have not been obtained.

1.13 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed, and dated by the CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

1.14 SUBMITTAL REGISTER

At the end of this section is a submittal [register] [list] showing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor shall maintain a submittal register for the project in accordance with Section 01312A QUALITY CONTROL SYSTEM (QCS).

1.15 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time a minimum of 10 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals. .

1.16 TRANSMITTAL FORM (ENG FORM 4025)

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

1.17 SUBMITTAL PROCEDURES

Submittals shall be made as follows:

1.17.1 Procedures

Sumittals will be submitted to Contracting Officer Representative.

1.17.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

1.18 CONTROL OF SUBMITTALS

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

1.19 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. 6 copies of the submittal will be retained by the Contracting Officer and 3 copies of the submittal will be returned to the Contractor.

1.20 INFORMATION ONLY SUBMITTALS

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

1.21 STAMPS

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

<p>CONTRACTOR</p> <p>(Firm Name)</p> <p>_____ Approved</p> <p>_____ Approved with corrections as noted on submittal data and/or attached sheets(s).</p> <p>SIGNATURE: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>
--

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

SECTION TABLE OF CONTENTS
DIVISION 01 - GENERAL REQUIREMENTS
SECTION 01451
CONTRACTOR QUALITY CONTROL

- PART 1 GENERAL
 - 1.1 SUBMITTALS
 - PART 2 PRODUCTS (Not Applicable)
 - PART 3 EXECUTION
 - 3.1 GENERAL
 - 3.2 QUALITY CONTROL PLAN
 - 3.2.1 General
 - 3.2.2 Content of the CQC Plan
 - 3.2.3 Acceptance of Plan
 - 3.2.4 Changes to Plan
 - 3.3 COORDINATION MEETING
 - 3.3.1 Finalize CQC Plan
 - 3.4 QUALITY CONTROL ORGANIZATION
 - 3.4.1 CQC System Manager
 - 3.4.2 Additional Requirements
 - 3.4.3 Organizational Changes
 - 3.5 SUBMITTALS
 - 3.6 CONTROL
 - 3.6.1 Preparatory Phase
 - 3.6.2 Initial Phase
 - 3.6.3 Follow-up Phase
 - 3.6.4 Implementation of Government Resident Management System (RMS)
 - 3.6.5 Additional Preparatory and Initial Phases
 - 3.7 DOCUMENTATION
 - 3.8 SAMPLE FORMS
 - 3.11 NOTIFICATION OF NONCOMPLIANCE
- End of Section Table of Contents --

SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for all submittals with a "G" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Quality Control Plan; G-AOF

Submit in writing a Quality Control Plan within thirty (30) calendar days after receipt of Notice to Proceed.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with Clause titled "INSPECTION OF CONSTRUCTION." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both on-site and off-site, and shall be keyed to the proposed construction sequence.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 10 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of Clause titled "INSPECTION OF CONSTRUCTION." The plan shall identify personnel, procedures, control, instructions, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the CQC Plan

The CQC plan shall include, as a minimum, the following to cover all construction operations, both on-site and off-site, including work by

subcontractors:

- a. Information required in the paragraph titled "IMPLEMENTATION OF GOVERNMENT RESIDENT MANAGEMENT SYSTEM (RMS)" shall be incorporated into the Contractor's Quality Control plan, as applicable.
- b. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC system manager who shall report to the project superintendent.
- c. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- d. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities and responsibilities. Copies of these letters shall also be furnished to the Government.
- e. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors. These procedures shall be in accordance with SECTION 01330, "SUBMITTAL PROCEDURES".
- f. Procedures for tracking preparatory, initial, and follow-up control phases, including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks and has separate control requirements. This list shall be as agreed upon during the coordination meeting.

3.2.3 Acceptance of Plan

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

3.2.4 Changes to Plan

After acceptance of the QC plan, the Contractor shall submit any proposed QC plan changes to the Contracting Officer in writing a minimum of 7 calendar days prior to the proposed implementation date for the change. Changes to the plan shall not be made prior to the Contracting Officer's

approval of the change.

3.3 COORDINATION MEETING

Immediately after adjournment of the required Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the Quality Control Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. A draft copy of the CQC Plan shall be provided to the Government at least three working days prior to the CQC meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, administration of the system for both on-site and off-site work, and the interrelationship of the Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting will be prepared by the Government and are to be signed by both the Contractor and the Contracting Officer or the Contracting Officer's Representative. The minutes shall be separate from the Preconstruction Conference minutes and shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.3.1 Finalize CQC Plan

Immediately following the Preconstruction Conference, the Contractor shall finalize the CQC plan, taking into account comments made at the conference, and shall formally submit the CQC plan for acceptance. The Contractor shall allow up to 10 calendar days for review and acceptance of the finalized submittal.

3.4 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 Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

3.4.1 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the on site work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This CQC System Manager shall be a construction person with a minimum of 3 years in related work. This CQC system manager shall be on site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.2 Additional Requirements

In addition to the above experience and education requirements the CQC System Manager shall have completed the course titled "Construction Quality Management For Contractors". This course is periodically offered at one or

more of the Area Offices within the District.

3.4.3 Organizational Changes

The Contractor shall obtain Contracting Officer's acceptance before replacing any member of the CQC staff. Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

3.5 SUBMITTALS

Submittals shall be as specified in SECTION 01330 "SUBMITTAL PROCEDURES". The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors, complies with the requirements of the contract. The controls shall be adequate to cover all construction operations and will be keyed to the proposed construction sequence. The controls shall include at least three phases of control to be conducted by the CQC system manager for all definable features of work, as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work and shall include:

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract plans.
- c. A check to assure that all required submissions have been made and approved.
- d. A check to assure that provisions have been made to provide required control inspection.
- 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 review of the appropriate activity hazard analysis to assure safety requirements are met.
- g. Discussion of procedures for constructing the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that phase of work.
- h. A check to ensure that the CQC plan for the work to be performed has been accepted by the Contracting Officer.
- i. The Government shall be notified at least 24 hours in advance of beginning any of the required action of the preparatory phase. This phase shall include a meeting conducted by the CQC system manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by a completed

Preparatory Inspection Checklist and by separate minutes prepared by the CQC system manager and attached to the daily QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract requirements.

3.6.2 Initial Phase

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

- a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verification of full contract compliance. Verify required control inspection.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. A completed Initial Inspection Checklist of this phase shall be prepared by the CQC system manager and attached to the daily QC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work.

3.6.4 Implementation of Government Resident Management System (RMS)

The Contractor shall utilize the Government-furnished CQC Management Report, NCE Form 63 for its daily reports. (Copy enclosed in SECTION 01999). Other Contractor desired reporting forms may be used in addition to this form. The Contractor shall use a government-furnished RMS CQC computer module for managing the quality control for this project. On the Government-furnished Input Forms in SECTION 01999 for use with the RMS, the Contractor shall provide the following information:

- (1) Prime Contractor staffing
- (2) letter codes which the Contractor wishes to use in addition to those supplied with the program libraries. A list of current existing codes is provided in SECTION 01999.

(3) subcontractor information showing trade, name, address, and insurance expiration dates

(4) Definable features of work from a Government provided dictionary (may be expanded by the Contractor, as approved).

(5) Pay activity and activity information, including minimum and maximum durations for each activity on a separate listing. The sum of all activity values shall equal the contract amount and, all Bid Items and Additives shall be separately identified, in accordance with the BIDDING SCHEDULE. Bid Items may include multiple activities, but activities may only be assigned to one such Bid Item. All of the data listed in this Subpart 6 shall be provided and the RMS CQC module shall be completed to the satisfaction of the Contracting Officer prior to any contract payments (except payments for bonds, insurance and/or mobilization as approved by the Contracting Officer) and shall be updated as required.

(6) Required Quality Control tests (as applicable) tied to individual activities. The QC Reports/QC Requirements function of the RMS QC Module will be used to meet the requirements for tracking of verification and acceptance testing specified in the paragraph titled "Content of the CQC Plan".

(7) Submittal information relating to specification section, bid item number, description, activity number, review period and expected procurement period

(8) User schooling information (as applicable).

The above items shall be incorporated into the required submittal for the Contractor's Quality Control Plan required in the paragraph titled "QUALITY CONTROL PLAN" of this Section.

a. During the course of the contract, the Contractor will receive various Quality Assurance comments from the Government that will reflect corrections needed to Contractor activities or reflect outstanding or future items needing the attention of the Contractor. The Contractor shall acknowledge receipt of these comments by specific number reference on its Daily CQC Report, and will also reflect on his Daily CQC Report when these items are specifically completed or corrected to permit Government verification. The contractor will use the QC COMMENTS function of the RMS QC Module to meet the requirements for tracking construction deficiencies as specified in paragraph titled, "Content of the CQC Plan".

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

3.6.5 Additional Preparatory and Initial Phases

Additional preparatory and initial phases may be conducted on the same definable features of work as determined by the Government if the quality of on-going work is unacceptable; or if there are changes in the applicable

QC staff or in the on-site production supervision or work crew; or if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.7 DOCUMENTATION

The Contractor shall maintain Daily Inspection Report of quality control operations, activities, and tests performed, including the work of subcontractors. These records shall be on an acceptable form and shall include factual evidence that required quality control activities and/or tests have been performed, including but not limited to the following:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed today, giving location, description, and by whom. For dredging projects, the report shall always include the character and types of materials removed. Whenever there is a significant change in the materials, the location of such change shall be included in the reports.
- d. Control activities performed with results and references to specifications/plan requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Identify submittals reviewed, with contract reference, by whom, and action taken.
- f. Off-site surveillance activities, including actions taken.
- g. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- h. List instructions given/received and conflicts in plans and/or specifications.
- i. Contractor's verification statement.
- j. 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 the workmanship complies with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. All calendar days shall be accounted for throughout the life of the contract. The first report following a period of no work shall be for that day and all the no-work days since the last reported work day. Reports shall be sequentially numbered for this project, signed and dated by the CQC system manager. The report from the CQC system manager shall include copies of reports prepared by all subordinate quality control personnel.

3.8 SAMPLE FORMS

Sample forms for the CQC Management Report, Preparatory Inspection Checklist, Initial Inspection Checklist, and other required reports and plans are enclosed in SECTION 01999. The Contractor shall tailor the checklists to include all reporting and quality control requirements specific to this project.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor at the site of the work, 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 or subcontractor.

--End of Section--

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01999

LISTING OF ENCLOSED DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

PART 1 GENERAL

1.1 ENCLOSURES

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section Table of Contents --

SECTION 01999

LISTING OF ENCLOSED DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

PART 1 GENERAL

1.1 ENCLOSURES

This Section contains documents referenced in other Sections of the specifications. They are consolidated in this Section for the convenience of the Contractor and the Government. The Contractor may reproduce the enclosed forms for its use or obtain a supply of the forms from the Contracting Officer.

LIST OF ENCLOSED DOCUMENTS

CONSTRUCTION QUALITY MANAGEMENT REPORT - NCE FORM 63, 6 MAY 77. (2 Sides)

PREPARATORY INSPECTION CHECKLIST (3 SIDES)

INITIAL INSPECTION CHECKLIST (2 SIDES)

ACCIDENT PREVENTION PROGRAM ACTIVITY HAZARD ANALYSIS- NCE FORM 129, 6 JUNE 1986.

RESIDENT MANAGEMENT SYSTEM FORMS (SAMPLES)

- A. CURRENT ACTIVITY SUMMARY (SMPL)
- B. INITIAL INSPECTION WORKSHEET
- C. PREPARATORY INSPECTION WORKSHEET
- D. CONTRACTOR QUALITY CONTROL REPORT (QCR)
- E. TRANSMITTAL SHEET (4025-R)

SUBMITTAL REGISTER - ENG FORM 4288, MAY 91

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATIONS OF COMPLIANCE ENG FORM 4025, MAY 91 (2 SIDES)

REPORT OF OPERATIONS - PIPELINE, DIPPER OR BUCKET DREDGES - ENG FORM 4267, JAN 70 (2 SIDES)

OVERDEPTH AND TOLERANCE DRAWINGS

NOTICE TO MARINERS FORM

BENCHMARKS AND HORIZONTAL CONTROL DATA

GENERAL DECISION NO. IL030018

LLH04

GENERAL DECISION NO. MI030093

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

--End of Section--

CONSTRUCTION QUALITY CONTROL MANAGEMENT

DATE _____ REPORT _____
CONTRACTOR _____ CONTRACT NO. _____
PROJECT NAME _____ LOCATION _____
WEATHER TYPE _____ TEMP. MAX _____ MIN _____ RAINFALL _____ GAGE READING _____
EMPLOYEES: SUPV. _____ SKILLED _____ LABORERS _____ LENGTH OF SHIFT _____ HR _____

WORK RESPONSIBILITY: NAME (PRIME OR SUBCONTRACTOR) AND AREA OF RESPONSIBILITY .

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____

WORK PERFORMED TODAY: (LOCATION, DESCRIPTION, QUANTITY AND RESPONSIBILITY BY LETTER REFERENCE
(Relate to Items on the Progress Chart or CPM)

INSPECTION: (DESCRIPTION OF INSPECTION AND LOCATION. INCLUDE OFF-SITE, MATERIALS AND EQUIPMENT INSPECTION.)

A. PREPARATORY PHASE:

B. INITIAL PHASE:

C. CONTINUOUS PHASE:

RESULTS OF INSPECTION: (INCLUDE FINDINGS, DEFICIENCIES OBSERVED & CORRECTIVE ACTION)

RESULTS OF SURVEILLANCE CONTINUED:

TEST PERFORMED: TYPE, LOCATION, RESULTS INCLUDING FAILURES & REMEDIAL ACTION,
(ATTACH COPY OF TEST REPORT OR NOTATION WHEN IT WILL BE FURNISHED.)

WORK ITEMS BEHIND SCHEDULE: REASON, EFFECT ON PROGRESS SCHEDULE AND ACTION TAKEN.

JOB SAFETY: (REPORT CONDITIONS, DEFICIENCIES, CORRECTIVE ACTION & RESULTS.)

REMARKS: LIST ATTACHMENT AND OTHER MANAGEMENT ACTIONS TAKEN TO ASSURE QUALITY
CONSTRUCTION

IF INSPECTION & RESULTS ARE NOT LISTED THEN IT IS ASSUMED THAT QUALITY CONTROL IS NOT BEING
IMPLEMENTED.
THE ABOVE REPORT IS COMPLETE AND CORRECT AND ALL MATERIALS & SUPPLIES INCORPORATED IN THE
WORK ARE IN COMPLIANCE WITH THE TERMS OF THE CONTRACT EXCEPT AS NOTED:

CONTRACTOR'S APPROVED REPRESENTATIVE SIGNATURE

PREPARATORY INSPECTION CHECKLIST

CONTRACT NO: _____ DATE: _____

TITLE: _____ SPECS. SECTION: _____

MAJOR DEFINABLE SEGMENT OF WORK: _____

A. PERSONNEL PRESENT:

	<u>NAME</u>	<u>POSITION</u>	<u>COMPANY</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

B. TRANSMITTAL INVOLVED:

	<u>NUMBER & ITEM</u>	<u>CODE</u>	<u>CONTRACTOR OR GOVERNMENT APPROVAL</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

PREPARATORY INSPECTION CHECKLIST

B-I. Have all items involved been approved Yes _____ No _____

B-II. What item have not been approved?

<u>ITEM</u>	<u>STATUS</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

C. Are all materials on hand? Yes _____ No _____

C-I. Are all materials on hand accordance with approvals? Yes _____ No _____

C-II. Items not on hand or not in accordance with transmittals:

1. _____
2. _____
3. _____
4. _____

D. Test required in accordance with contract requirements:

<u>TEST</u>	<u>PARAGRAPH</u>
1. _____	_____
2. _____	_____
3. _____	_____

PREPARATORY INSPECTION CHECKLIST

E. ACCIDENT PREVENTION PREPLANNING – HAZARD CONTROL MEASURES:

E-1 Applicable Outlines)Attach completed copies):

1. _____
2. _____
3. _____
4. _____
5. _____

E-II Operational Equipment Checklist

ATTACHED FOR:

1. _____
2. _____
3. _____

ON FILE FOR:

1. _____
2. _____
3. _____

QUALITY CONTROL – PRIME CONTRACTOR

Page 3 of 3

INITIAL INSPECTION CHECKLIST

CONTRACT NO: _____ DATE: _____

Description and Location of Work Inspected: _____

_____ Specs. Section: _____

REFERENCE CONTRACT DRAWING:

A. PERSONNEL PRESENT :

	NAME	POSITION	COMPANY
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

B. MATERIALS BEING USED ARE IN STRICT COMPLIANCE WITH THE CONTRACT PLANS

AND SPECIFICATION: YES _____ NO _____

IF NOT, EXPLAIN: _____

INITIAL INSPECTION CHECKLIST

C. PROCEDURES AND WORK METHODS WITNESSED ARE IN STRICT COMPLIANCE WITH THE REQUIREMENTS OF THE CONTRACT SPECIFICATIONS: YES ____ NO ____
IF NOT, EXPLAIN: _____

D. WORKMANSHIP IS ACCEPTABLE: YES ____ NO ____ STATE AREAS WHERE IMPROVEMENT IS NEEDED: _____

E. SAFETY VIOLATIONS AND CORRECTIVE ACTION TAKEN: _____

QUALITY CONTROL REPRESENTATIVE

ACCIDENT PREVENTION PROGRAM
ACTIVITY HAZARD ANALYSIS

Page of

1. Contract No.	2. Project	3. Facility
4. Date	5. Location	6. Estimated Start Date

7. Item	8. Phase of Work	9. Safety Hazard	10. Precautionary Action Taken

11. Contractor (Signature & Date)

12. Report discussed with contractor/ superintendent on	13. Contracting Officer (Signature & Date)
---	--



US Army Corps
of Engineers

Current Activity Summary

08 Jul 2002

Project Name: Repair of North & South Piers, Baloney Harbor, MI
Contract Number: DACW35-02-C-####

Location Name

Activity Number	Activity Description	QUANTITY	UNIT PRICE	AMOUNT
CLIN 0001	North and South Pier Repairs	1	\$3,437,787.18 / LS	\$3,437,787.18
1001	Bonds			\$49,136.00
1002A	Prepare & Mobilize Equipment			\$94,864.00
1002B	Prepare Site			\$72,500.00
1002C	Office Trailers & Utilities			\$22,500.00
1003A	Demobilize Equipment			\$5,000.00
1003B	Site Restoration			\$2,500.00
1003C	As-Built Drawings			\$2,500.00
1004A	Furnish SSP			\$750,000.00
1004B	Furnish Special Piles			\$50,000.00
1004C	Furnish SSP Pile Shoes			\$30,000.00
1004D	Fabricate Template			\$6,000.00
1004E	Excavate Driving Line			\$100,000.00
1004F	Set & Drive SSP			\$500,000.00
1004G	Backfill Driving Line			\$50,000.00
1004I	South Driving Line Obstruction Removal			\$117,787.18
1005A	Furnish Misc. Steel			\$193,000.00
1005B	Furnish Tie-Rods			\$20,000.00
1005C	Furnish Plate Washers			\$15,000.00
1005D	Furnish Fasteners			\$12,000.00
1005E	Place Misc. Steel			\$280,000.00
1006A	Demo Concrete & Remove (Rubblemound)			\$100,000.00
1006B	Excavate Existing Cribs (Rubblemound Area)			\$185,000.00
1006C	Disposal of Demo Materials (Rubblemound Area)			\$25,000.00
1007A	Furnish H-Pile Materials			\$22,800.00
1007B	Install H-Piles			\$27,200.00
1008A	Furnish Rebar			\$135,000.00
1008B	Place Concrete (2000 CY @ \$250.00/CY)			\$500,000.00
1009A	Furnish Handrails			\$60,000.00
1009B	Place Handrails			\$7,000.00
1009C	Paint Handrails			\$3,000.00
				<u>\$3,437,787.18</u>
CLIN 0002	Fill Stone:	0	\$0.00 / NA	\$0.00
	No Activities Assigned to this Bid Item.			
CLIN 0002AA	First 18,000 tons	18,000	\$22.50 / TN	\$405,000.00
2001	Furnish & Place Fill Stone - 1st 18,000 Tons			\$405,000.00
				<u>\$405,000.00</u>
CLIN 0002AB	Over 10,000 tons	2,000	\$22.50 / TN	\$45,000.00
2101	Furnish & Place Fill Stone - Over 18,000 Tons			\$45,000.00
				<u>\$45,000.00</u>
CLIN 0003	Underlayer Stone:	0	\$0.00 / NA	\$0.00
	No Activities Assigned to this Bid Item.			
CLIN 0003AA	First 4,500 Tons	4,500	\$31.50 / TN	\$141,750.00
3001	Furnish & Place Underlayer Stone - 1st 4,500 Tons			\$141,750.00
				<u>\$141,750.00</u>
CLIN 0003AB	Over 4,500 tons	450	\$31.50 / TN	\$14,175.00
3101	Furnish & Place Underlayer Stone - Over 4,500 Tons			\$14,175.00
				<u>\$14,175.00</u>
CLIN 0004	Scour Stone:	0	\$0.00 / NA	\$0.00



US Army Corps
of Engineers

Current Activity Summary

08 Jul 2002

Project Name: Repair of North & South Piers, Baloney Harbor, MI
Contract Number: DACW35-02-C-####

Location Name

Activity Number	Activity Description	QUANTITY	UNIT PRICE	AMOUNT
CLIN 0004	Scour Stone: (Continued)	0	\$0.00 / NA	\$0.00
No Activities Assigned to this Bid Item.				
CLIN 0004AA	First 3,500 tons	3,500	\$27.50 / TN	\$96,250.00
4001	Furnish & Place Scour Stone - 1st 3,500 Tons			\$96,250.00
				\$96,250.00
CLIN 0004AB	Over 3,500 tons	600	\$27.50 / TN	\$16,500.00
4101	Furnish & Place Scour Stone - Over 3,500 Tons			\$16,500.00
				\$16,500.00
CLIN 0005	Bedding Stone:	0	\$0.00 / NA	\$0.00
No Activities Assigned to this Bid Item.				
CLIN 0005AA	First 3,000 tons	3,000	\$28.00 / TN	\$84,000.00
5001	Furnish & Place Bedding Stone - 1st 3,000 Tons			\$84,000.00
				\$84,000.00
CLIN 0005AB	Over 3,000 tons	600	\$28.00 / TN	\$16,800.00
5101	Furnish & Place Bedding Stone - Over 3,000 Tons			\$16,800.00
				\$16,800.00
CLIN 0006	Armor Stone:	0	\$0.00 / NA	\$0.00
No Activities Assigned to this Bid Item.				
CLIN 0006AA	First 6,000 tons	6,000	\$34.00 / TN	\$204,000.00
6001	Furnish & Place Armor Stone - 1st 6,000 Tons			\$204,000.00
				\$204,000.00
CLIN 0006AB	Over 6,000 tons	825	\$34.00 / TN	\$28,050.00
6101	Furnish & Place Armor Stone - Over 6,000 Tons			\$28,050.00
				\$28,050.00
Sum of CLINs				\$4,489,312.18
Sum of Activities				\$4,489,312.18
Difference				\$0.00

INITIAL INSPECTION WORKSHEET

DEFINABLE FEATURE OF WORK : Site Cast Concrete

A. ACTIVITIES INCLUDED UNDER Site Cast Concrete -

ABC Company, Inc

1008A	Furnish Rebar	\$135,000.00
1008B	Place Concrete (2000 CY @ \$250.00/CY)	\$500,000.00
		\$635,000.00

B. QUALITY CONTROL REQUIREMENTS -

SUBMITTALS REQUIRED -

00700	1	SF 1413 for Subcontracts		Not submitted
03250	1	Expansion Joint Materials	A	Approved
03307	1	Batching and Mixing Equipment	F	Receipt
03307	2	Conveying and Placement Equipment	F	Receipt
03307	3	Reinforcing Steel (Mat Steel, Bar Steel)	A	Approved
03307	4	Concrete Mixture Proportions;	A	Approved
03307	5	Cementitious Material	A	Approved
03307	6	Aggregates	A	Approved
03307	7	Manufacturer's Literature	A	Approved
03307	8	Batching & Mixing Equipment - Redi-Mix	F	Receipt
03307	9	Conveying & Placing Equipment - Redi-Mix	F	Receipt
03307	10	Concrete Mix Proportions - Redi-Mix	A	Approved
03307	11	Cementitious Material - Redi-Mix	A	Approved
03307	12	Aggregates - Redi Mix	A	Approved
03307	13	Manufacturer's Data; AEA - Redi-Mix	A	Approved
03307	14	Manufacturer's Data; WRA - Redi-Mix	A	Approved
05500	2	Welders	F	Receipt
05552	4	Mill Certs - Ladder Grab Rails	A	Approved

QC TESTS -

CT # 00001	Obtain 1 Cylinder for strength testing at 7 days and 2 Cylinders for 28 days. Minimum of one set per day or 1 set per every 150 CY placed. (ASTM C-94) Required strength at 7 Days = 2,800 p.s.i.; 28 Days = 4,000 p.s.i.		Not Performed
CT # 00002	Check Batch slips for water/cement ratio not to exceed 0.40 by weight		Not Performed
CT # 00003	Check Slump at both mixer and discharge ends: Pumped = 3" - 7" at discharge Maximum of 5" at Mixer if no admixture used Maximum of 7" at mixer if admixture is used 2 checks per shift is minimum required		Not Performed
CT # 00004	2 Air Content tests required per shift. Check approved mix design for maximum and minimum values acceptable.		Not Performed

C. QA/QC PUNCH LIST ITEMS -

INITIAL INSPECTION WORKSHEET

DEFINABLE FEATURE OF WORK : Site Cast Concrete

C. QA/QC PUNCH LIST ITEMS - Cont.

INCLUDE ADDITIONAL COMMENTS ON DAILY REPORT

D. LABOR RATES -

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

E. INSPECTION CHECKS -

	IN COMPLIANCE Yes/ No/ NA		
1. Check rebar for proper bar sizes, per approved shop drawings.	___	___	___
2. Check for 3" clearance of rebar from form sides and top surface.	___	___	___
3. Check for proper use of concrete vibrators	___	___	___
4. Check for correct finish elevations.	___	___	___
5. Concrete finish shall meet approval of on-site Government Representative. Make sure all finishers are aware of approved finishing method and degree of brooming.	___	___	___
6. Ensure embedded items are not displaced during placement and finishing of the concrete.	___	___	___
7. _____	___	___	___
8. _____	___	___	___
9. _____	___	___	___
10. _____	___	___	___

F. JOB SITE SAFETY -

	IN COMPLIANCE Yes/ No/ NA		
1. All employees working over water are required to wear workvests (PFDs)	___	___	___
2. All employees are to wear hard hats.	___	___	___
3. Concrete Pump must be shut down prior to cleaning.	___	___	___
4. Review Activity Hazard Analysis for Concrete Work prior to performing this work.	___	___	___
5. _____	___	___	___
6. _____	___	___	___
7. _____	___	___	___
8. _____	___	___	___

G. QA Evaluation Notes -

	DISCUSSED Yes/ No/ NA		
1. _____	___	___	___
2. _____	___	___	___
3. _____	___	___	___
4. _____	___	___	___

PREPARATORY INSPECTION WORKSHEET

DEFINABLE FEATURE OF WORK : Site Cast Concrete

A. ACTIVITIES INCLUDED UNDER Site Cast Concrete -

ABC Company, Inc.

1008A	Furnish Rebar	\$135,000.00
1008B	Place Concrete (2000 CY @ \$250.00/CY)	\$500,000.00
		\$635,000.00

B. QUALITY CONTROL REQUIREMENTS -

SUBMITTALS REQUIRED -

00700	1	SF 1413 for Subcontracts		Not submitted
03250	1	Expansion Joint Materials	A	Approved
03307	1	Batching and Mixing Equipment	F	Receipt
03307	2	Conveying and Placement Equipment	F	Receipt
03307	3	Reinforcing Steel (Mat Steel, Bar Steel)	A	Approved
03307	4	Concrete Mixture Proportions;	A	Approved
03307	5	Cementitious Material	A	Approved
03307	6	Aggregates	A	Approved
03307	7	Manufacturer's Literature	A	Approved
03307	8	Batching & Mixing Equipment - Redi-Mix	F	Receipt
03307	9	Conveying & Placing Equipment - Redi-Mix	F	Receipt
03307	10	Concrete Mix Proportions - Redi-Mix	A	Approved
03307	11	Cementitious Material - Redi-Mix	A	Approved
03307	12	Aggregates - Redi Mix	A	Approved
03307	13	Manufacturer's Data; AEA - Redi-Mix	A	Approved
03307	14	Manufacturer's Data; WRA - Redi-Mix	A	Approved
05500	2	Welders	F	Receipt
05552	4	Mill Certs - Ladder Grab Rails	A	Approved

C. QA/QC PUNCH LIST ITEMS -

INCLUDE ADDITIONAL COMMENTS ON DAILY REPORT

D. LABOR RATES -

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

PREPARATORY INSPECTION WORKSHEET

DEFINABLE FEATURE OF WORK : Site Cast Concrete

E. REVIEW CONTRACT DRAWINGS AND SPECIFICATIONS -

DRAWING / SPEC. NO

COMMENTS / CONFLICTS

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

DISCUSSED

Yes/ No/ NA

- | | | | | |
|----|-------|-----|-----|-----|
| 1. | _____ | ___ | ___ | ___ |
| 2. | _____ | ___ | ___ | ___ |
| 3. | _____ | ___ | ___ | ___ |
| 4. | _____ | ___ | ___ | ___ |

F. REPETITIVE DEFICIENCIES FOUND ON PREVIOUS PROJECTS -

DISCUSSED

Yes/ No/ NA

- | | | | | |
|----|-------|-----|-----|-----|
| 1. | _____ | ___ | ___ | ___ |
| 2. | _____ | ___ | ___ | ___ |
| 3. | _____ | ___ | ___ | ___ |
| 4. | _____ | ___ | ___ | ___ |

G. INSPECTION CHECKS -

IN COMPLIANCE

Yes/ No/ NA

- | | | | | |
|----|-------|-----|-----|-----|
| 1. | _____ | ___ | ___ | ___ |
| 2. | _____ | ___ | ___ | ___ |
| 3. | _____ | ___ | ___ | ___ |
| 4. | _____ | ___ | ___ | ___ |

H. JOB SITE SAFETY -

IN COMPLIANCE

Yes/ No/ NA

- | | | | | |
|----|-------|-----|-----|-----|
| 1. | _____ | ___ | ___ | ___ |
| 2. | _____ | ___ | ___ | ___ |
| 3. | _____ | ___ | ___ | ___ |
| 4. | _____ | ___ | ___ | ___ |

I. QUALITY ASSURANCE EVALUATION NOTES -

DISCUSSED

Yes/ No/ NA

- | | | | | |
|----|-------|-----|-----|-----|
| 1. | _____ | ___ | ___ | ___ |
| 2. | _____ | ___ | ___ | ___ |
| 3. | _____ | ___ | ___ | ___ |
| 4. | _____ | ___ | ___ | ___ |

CONTRACTORS QUALITY CONTROL REPORT (QCR) DAILY LOG OF CONSTRUCTION - CIVIL		REPORT NUMBER 92	Page 1 of 2																				
		DATE 22 Jun 2001 - Friday																					
PROJECT North & South Pier Repair, Baloney Harbor, MI		CONTRACT NUMBER DACW35-02-C-#### NA																					
CONTRACTOR ABC Company, Inc. 555 Imagination Road, Fantasy, MI 49494		WEATHER Weather Caused No Delay Temperature Min 80 °F, Max 63 °F; 0.01 IN Precipitation; 10 MPH Wind																					
QC NARRATIVES																							
<p>Activities in Progress: Set and drove 24 sheets of SSP</p> <p>Installing Miscellaneous Steel Waler sections c/s 4+00W to 4+50W</p> <p>123 Tons of Fill stone placed between existing structure and req'd SSP wall from c/s 6+25 W to 6+75W.</p> <p>Safety Inspection / Safety Meetings: Weekly Safety Meeting held today - Use of PPE - Hrad hats & Work Vests</p>																							
PREP/INITIAL DATES (Preparatory and initial dates held and advance notice)																							
<p>A preparatory inspection was held today for the following feature: Miscellaneous Steel & Handrail</p> <p>An initial inspection was held today for the following feature: Miscellaneous Steel & Handrail</p>																							
ACTIVITY START/FINISH																							
<p>The following activity was started today:</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Activity No</th> <th style="text-align: left; border-bottom: 1px solid black;">Description</th> </tr> </thead> <tbody> <tr> <td>2001</td> <td>Furnish & Place Fill Stone - 1st 18,000 Tons</td> </tr> </tbody> </table> <p>No activities were finished today</p>				Activity No	Description	2001	Furnish & Place Fill Stone - 1st 18,000 Tons																
Activity No	Description																						
2001	Furnish & Place Fill Stone - 1st 18,000 Tons																						
QC REQUIREMENTS																							
<p>The following 4 QC requirements were completed today:</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Requirement No</th> <th style="text-align: left; border-bottom: 1px solid black;">Type</th> <th style="text-align: left; border-bottom: 1px solid black;">Description</th> <th style="text-align: left; border-bottom: 1px solid black;">Results</th> </tr> </thead> <tbody> <tr> <td>CT-00001</td> <td>QC Testing</td> <td>Check Plumbness of piles during driving</td> <td>Completed</td> </tr> <tr> <td>CT-00002</td> <td>QC Testing</td> <td>Check horizontal placement of piling (Check for Pile-Walk)</td> <td>Completed</td> </tr> <tr> <td>CT-00003</td> <td>QC Testing</td> <td>Check vibratory hammer driving rate for SSP - 12"/minute is the minimum rate. If exceeded, switch to Impact hammer.</td> <td>Completed</td> </tr> <tr> <td>CT-00004</td> <td>QC Testing</td> <td>Video Tape Interlocks of piling after driving SSP</td> <td>Completed</td> </tr> </tbody> </table>				Requirement No	Type	Description	Results	CT-00001	QC Testing	Check Plumbness of piles during driving	Completed	CT-00002	QC Testing	Check horizontal placement of piling (Check for Pile-Walk)	Completed	CT-00003	QC Testing	Check vibratory hammer driving rate for SSP - 12"/minute is the minimum rate. If exceeded, switch to Impact hammer.	Completed	CT-00004	QC Testing	Video Tape Interlocks of piling after driving SSP	Completed
Requirement No	Type	Description	Results																				
CT-00001	QC Testing	Check Plumbness of piles during driving	Completed																				
CT-00002	QC Testing	Check horizontal placement of piling (Check for Pile-Walk)	Completed																				
CT-00003	QC Testing	Check vibratory hammer driving rate for SSP - 12"/minute is the minimum rate. If exceeded, switch to Impact hammer.	Completed																				
CT-00004	QC Testing	Video Tape Interlocks of piling after driving SSP	Completed																				
QA/QC PUNCH LIST (Describe QC Punch List items issued, Report QC and QA Punch List items corrected)																							
<p>The following QC Punch List item was issued today:</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Item No</th> <th style="text-align: left; border-bottom: 1px solid black;">Location</th> <th style="text-align: left; border-bottom: 1px solid black;">Description</th> </tr> </thead> <tbody> <tr> <td>QC-00001</td> <td>4+25W</td> <td>Cut-off sheets to finish grade from 4+00W to 4+50W</td> </tr> </tbody> </table> <p>No Punch List items were corrected today</p>				Item No	Location	Description	QC-00001	4+25W	Cut-off sheets to finish grade from 4+00W to 4+50W														
Item No	Location	Description																					
QC-00001	4+25W	Cut-off sheets to finish grade from 4+00W to 4+50W																					
CONTRACTORS ON SITE (Report first and/or last day contractors were on site)																							
<p>No contractors had their first or last day on site today</p>																							
LABOR HOURS																							
<p>The following labor hours were Reported today:</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Employer</th> <th style="text-align: left; border-bottom: 1px solid black;">Labor Classification</th> <th style="text-align: right; border-bottom: 1px solid black;">Number of Employees</th> <th style="text-align: right; border-bottom: 1px solid black;">Hours Worked</th> </tr> </thead> <tbody> <tr> <td></td> <td>IRONWORKER</td> <td style="text-align: right;">3.0</td> <td style="text-align: right;">10.0</td> </tr> <tr> <td></td> <td>PILE DRIVING SETTER</td> <td style="text-align: right;">2.0</td> <td style="text-align: right;">10.0</td> </tr> </tbody> </table>				Employer	Labor Classification	Number of Employees	Hours Worked		IRONWORKER	3.0	10.0		PILE DRIVING SETTER	2.0	10.0								
Employer	Labor Classification	Number of Employees	Hours Worked																				
	IRONWORKER	3.0	10.0																				
	PILE DRIVING SETTER	2.0	10.0																				

CONTRACTORS QUALITY CONTROL REPORT (QCR) DAILY LOG OF CONSTRUCTION - CIVIL		REPORT NUMBER 92	Page 2 of 2
		DATE 22 Jun 2001 - Friday	
PROJECT	North & South Pier Repair, Baloney Harbor, MI	CONTRACT NUMBER DACW35-02-C#####	
ABC Company, Inc.	PILE DRIVER OPERATOR	1.0	10.0
Total hours worked to date:	30.0	Total 6.0	30.0
EQUIPMENT HOURS			
The following equipment hours were Reported today:			
<u>Equipment ID</u>	<u>Description</u>	<u>Standby Hours</u>	<u>Operating Hours</u>
00000002	Vibratory Hammer	0.0	10.0
00000003	Arc Welder	0.0	8.0
00000004	Crane - 100' Boom	0.0	10.0
Total operating hours to date:	28.0	Total 0.0	28.0
ACCIDENT REPORTING (Describe accidents)			
No accidents reported today			
CONTRACTOR CERTIFICATION	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.		
QC REPRESENTATIVE'S SIGNATURE	DATE	SUPERINTENDENT'S INITIALS	DATE

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE <small>(Read instructions on the reverse side prior to initiating this form)</small>	DATE 06/06/2002	TRANSMITTAL NO. 02486-37.2
---	--------------------	-------------------------------

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

TO: Grand Haven Area Office 307 South Harbor Street P. O. Box 629 Grand Haven, MI 49417	FROM: ABC Company, Inc 555 Imagination Park Road Fantasy, MI 49494	CONTRACT NO. DACW35-02-C-#### NA	CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input checked="" type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL 02486-37.1
--	--	-------------------------------------	--

SPECIFICATION SEC. NO. (Cover only one section with each transmittal) 02486	PROJECT TITLE AND LOCATION	CHECK ONE: THIS TRANSMITTAL IS FOR <input checked="" type="checkbox"/> FIO <input type="checkbox"/> GOV'T. APPROVAL
--	----------------------------	---

ITEM NO. <small>a.</small>	DESCRIPTION OF ITEM SUBMITTED <small>(Type size, model number/etc.)</small> <small>b.</small>	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. <small>(See instruction no. 8)</small> <small>c.</small>	NO. OF COPIES <small>d.</small>	CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE <small>g.</small>	VARIATION <small>(See Instruction No. 6)</small> <small>h.</small>	FOR CE USE CODE <small>i.</small>
				SPEC. PARA. NO. <small>e.</small>	DRAWING SHEET NO. <small>f.</small>			
12	Production Test Results	DATA	3	3.2.3.4				F

REMARKS	<p>I certify that the above submitted items have been reviewed in detail and are correct and in the strict conformance with the contract drawings and specifications except as otherwise stated.</p> <p style="text-align: center;">_____ NAME AND SIGNATURE OF CONTRACTOR</p>
---------	--

SECTION II - APPROVAL ACTION

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

TRANSMITTAL OF SHOP DRWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE <i>(Read instructions on the reverse side prior to initiating this form)</i>	DATE	TRANSMITTAL NO.
--	------	-----------------

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

TO:	FROM:	CONTRACT NO:	CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL _____
-----	-------	--------------	---

SPECIFICATION SEC. NO <i>(Cover only one section with each transmittal)</i>	PROJECT TITLE AND LOCATION
---	----------------------------

ITEM NO.	DISCRIPTION OF ITEMS SUBMITTED <i>(Type size, model number/etc.)</i>	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. <i>(See instruction no. 8)</i>	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE	VARIATION <i>(see Instruction No. 6)</i>	FOR CE USE CODE
				SPEC. PARA. NO.	DRAWING SHEET NO.			
a.	b.	c.	d.	e.	f.	g.	h.	i.

REMARKS	I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated. _____ NAME AND SIGNATURE OF CONTRACTOR
---------	--

SECTION II – APPROVAL ACTION

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

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288 for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specification -- also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- | | |
|--|--|
| A -- Approved as submitted. | E -- Disapproved (see attached) |
| B -- Approved, except as noted on drawings. | F -- Receipt acknowledged |
| C -- Approved, except as noted on drawings
Refer to attached sheet resubmission required. | FX -- Receipt acknowledged, does not comply
as noted with contract requirements |
| D -- Will be returned by separate correspondence. | G -- Other (<i>Specify</i>) |

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION
FY04 M/D LITTLE LAKE HARBOR, MI

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION REVIEWER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS	
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE			DATE OF ACTION
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01100	SD-01 Preconstruction Submittals														
			Accident Prevention Plan		G AOF												
			Payrolls and Basic Records		G AOF												
			Progress Chart		G AOF												
			Additional Real Estate Rights	1.1.3	G REA												
		01130	SD-01 Preconstruction Submittals														
			Environmental Protection Plan	1.5	G AOF												
		01330	SD-01 Preconstruction Submittals														
			Submittal register	1.5.1	G AOF												
		01451	SD-01 Preconstruction Submittals														
			Quality Control Plan	3.2	G AOF												
		02482	SD-01 Preconstruction Submittals														
			Dredging, Conveyance and Disposal Plan	1.4	G AOF												
			SD-09 Manufacturer's Field Reports														
			Sounding Records		G AOF												

DAILY REPORT OF OPERATIONS—HOPPER DREDGES

REPORTS CONTROL SYMBOL
ENG-CWO-13

DISTRICT		DREDGE	
EXACT LOCATION OF WORK		<input type="checkbox"/> MAINTENANCE	DATE
		<input type="checkbox"/> NEW WORK	NUMBER OF PERSONS IN CREW
AV. LENGTH OF CUT	FT.	CHARACTER OF MATERIAL	HOPPER CAPACITY
AV. WIDTH OF CUT	FT.	DENSITY OF MAT. IN PLACE	AV. VOL. OF BIN WATER
AV. DIST. TO DUMP	MILES	DENSITY OF WATER	AV. UNFILLED CAPACITY

NAVIGATION AND OTHER DREDGING AIDS (Describe and include statement on adequacy and recommendations)

WORK PERFORMED				DRAFT FOR LOAD NO. <small>(for one load only)</small>		
DREDGING AND HAULING			AGITATING	FORWARD	LIGHT	LOADED
NO. OF LOADS	TOT. CU. YDS.	DISPOSAL AREA	TOT. CU. YDS.		AFT	
				DRAG DEPTH	MAX.	MIN.
				INDICATORS LAST CHECKED ON		
				GAS EJECTORS USED		
						% OF PUMPING TIME

DISTRIBUTION OF TIME AND MILES RUN

EFFECTIVE WORKING TIME	AGITATING (Minutes)	DREDGING AND HAULING (Minutes)	MILES RUN (Stat. Miles)
PUMPING			
TURNING			
TO DUMP			
DUMPING			
TO CUT			
TOTALS			
NON-EFFECTIVE WORKING TIME			
TAKING ON FUEL AND SUPPLIES			
TO AND FROM WHARF OR ANCHORAGE			
LOSS DUE TO NATURAL ELEMENTS			
LOSS DUE TO TRAFFIC AND BRIDGES			
MINOR OPERATING REPAIRS			
TRANSFERRING BETWEEN WORKS			
LAY TIME			
FIRE AND BOAT DRILLS			
MISCELLANEOUS			
TOTALS			
LOST TIME			
MAJOR REPAIRS AND ALTERATIONS			
CESSATION			
COLLISIONS			
TOTAL LOST TIME			
TOTAL TIME IN PERIOD			

AVERAGE SPEED OF DREDGE		MINUTES RADAR IN USE	
LOADING	FEET/MINUTE	TIDE DATA WAS OBTAINED BY MEANS OF	
AGITATING		WEATHER	
GALS. OF FUEL OIL CONSUMED		NUMBER OF INSPECTIONS BY SUPERVISORY PERSONNEL	
GALS. OF WATER CONSUMED		FIELD	OFFICE

REMARKS

SUBMITTED BY

(SEE REVERSE SIDE)

REPORT OF OPERATIONS—PIPELINE, DIPPER OR BUCKET DREDGES						REPORTS CONTROL SYMBOL ENGCH-0-1J	
THRU:		TO:		FROM:		REPORT NO	
CHARACTER OF REPORT	<input type="checkbox"/> MAINTENANCE <input type="checkbox"/> NEW WORK <input type="checkbox"/> DAILY <input type="checkbox"/> STATUS <input type="checkbox"/> COMPLETION <input type="checkbox"/> ANNUAL						DATE OR PERIOD
	NAME AND TYPE				SIZE	PIPELINE	DIPPER OR BUCKET
DREDGE	HORSEPOWER OF		DREDGE PUMP	SUCTION PIPE JET		CUTTER OR BUCKET	PROPULSION
	NUMBER OF CREW MEMBERS		DREDGE	SHORE	OTHER	TOTAL	WORK SCHEDULE
PROJECT AND BAR	NAME			AUTH DIMENSIONS	WIDTH	DEPTH	OVERDEPTH
	LOCATION (include station numbers)						
CHARACTER OF MATERIAL	ABSOLUTE DENSITY			IN PLACE DENSITY		VOIDS RATIO	
	GRAIN SIZE			G.M.S/ster		G.M.S/ster	
CONTRACT OR DREDGING ORDER	NUMBER			<input type="checkbox"/> CONTRACTOR <input type="checkbox"/> HIRED LABOR		TOTAL NO. OF DAYS ON WHICH WORK WAS DONE	
CHANNEL CONDITION	AVERAGE DEPTH	BEFORE DREDGING	AFTER DREDGING	MINIMUM SOUNDING	BEFORE DREDGING	AFTER DREDGING	
	RIVER STAGE	MINIMUM	TIME	MAXIMUM	TIME	GAGE LOCATION	
WEATHER CONDITION	<i>(clear, cloudy, rain, snow, and fog)</i>				VISIBILITY	WIND (<i>maximum velocity & direction</i>)	
WORK PERFORMED				DISTRIBUTION OF TIME			
ITEM	UNIT	QUANTITY		EFFECTIVE WORKING TIME <i>(chargeable to cost of work)</i>		HOURS	MIN
AVERAGE WIDTH OF CUT	FEET			PUMPING OR DREDGING			
TOTAL ADVANCE THIS PERIOD	FEET			PCT. OF EFFECTIVE RENTAL TIME		%	
TOTAL ADV. PREVIOUS TO THIS PERIOD	FEET			BOOSTER (<i>in line</i>)		Hrs.	Min
TOTAL ADVANCE TO DATE	FEET			NON-EFFECTIVE WORKING TIME <i>(chargeable to cost of work)</i>			
FLOATING PIPE. SHORE PIPE				HANDLING PIPE LINES			
TOTAL LENGTH OF DISCHARGE PIPE	FEET			HANDLING ANCHOR LINES			
AVERAGE LIFT	FEET			CLEARING PUMP AND PIPE LINE			
AVERAGE PUMP SPEED	R.P.M.			CLEARING CUTTER OR SUCTION HEAD			
AVG. DREDGED PER PUMP, HR. GROSS	CU. YDS.			WAITING FOR SCOWS			
SCOWS LOADED	NUMBER			TO AND FROM WHARF OR ANCHORAGE			
AVERAGE LOAD PER SCOW	CU. YDS.			CHANGING LOCATION OF PLANT ON JOB			
CUBIC YARDS REMOVED				LOSS DUE TO OPPOSING NATURAL ELEMENTS			
AMOUNT DREDGED THIS PERIOD.				LOSS DUE TO PASSING VESSELS			
(1) GROSS <i>(computed amount)</i>				SHORE LINE AND SHORE WORK			
(2) CREDITED <i>(pay place)</i>				WAITING FOR BOOSTER			
AMOUNT PREVIOUSLY REPORTED				MINOR OPER. REPAIRS <i>(explain in remarks)</i>			
(1) GROSS <i>(computed amount)</i>				WAITING FOR ATTENDANT PLANT			
(2) CREDITED <i>(pay place)</i>				PREPARATION AND MAKING UP TOW			
TOTAL AMOUNT DREDGED TO DATE				TRANSFERRING PLANT BETWEEN WORKS			
(1) GROSS <i>(computed amount)</i>				LAY TIME OFF SHIFT AND SATURDAYS			
(2) CREDITED <i>(pay place)</i>				SUNDAYS AND HOLIDAYS			
ATTENDANT PLANT				FIRE DRILL			
ITEM	NAME OR NUMBER		HOURS	MISCELLANEOUS <i>(explain in remarks)</i>			
				TOTAL NON-EFFECTIVE WORKING TIME			
				PCT. OF NON-EFFECTIVE RENTAL TIME		%	
				TOTAL EFFECTIVE AND NON-EFFECTIVE TIME <i>(chargeable to cost of work)</i>			
				PCT. OF TOTAL TIME IN PERIOD		%	
				LOST TIME <i>(not chargeable to cost of work)</i>			
				MAJOR REPAIRS AND ALTERATIONS			
				CESSATION			
				COLLISIONS			
				MISCELLANEOUS <i>(explain in remarks)</i>			
NUMBER OF INSPECTIONS	BY DISTRICT PERSONNEL		BY DIV & DCE PERSONNEL	TOTAL LOST TIME			
CONTRACT USE ONLY	HAS ANYTHING DEVELOPED WHICH MIGHT LEAD TO A CHANGE ORDER OR CLAIM? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(if YES, explain under remarks on back)</i>			PERCENTAGE OF TOTAL TIME		%	
				TOTAL TIME IN PERIOD			

SUMMARY OF COSTS

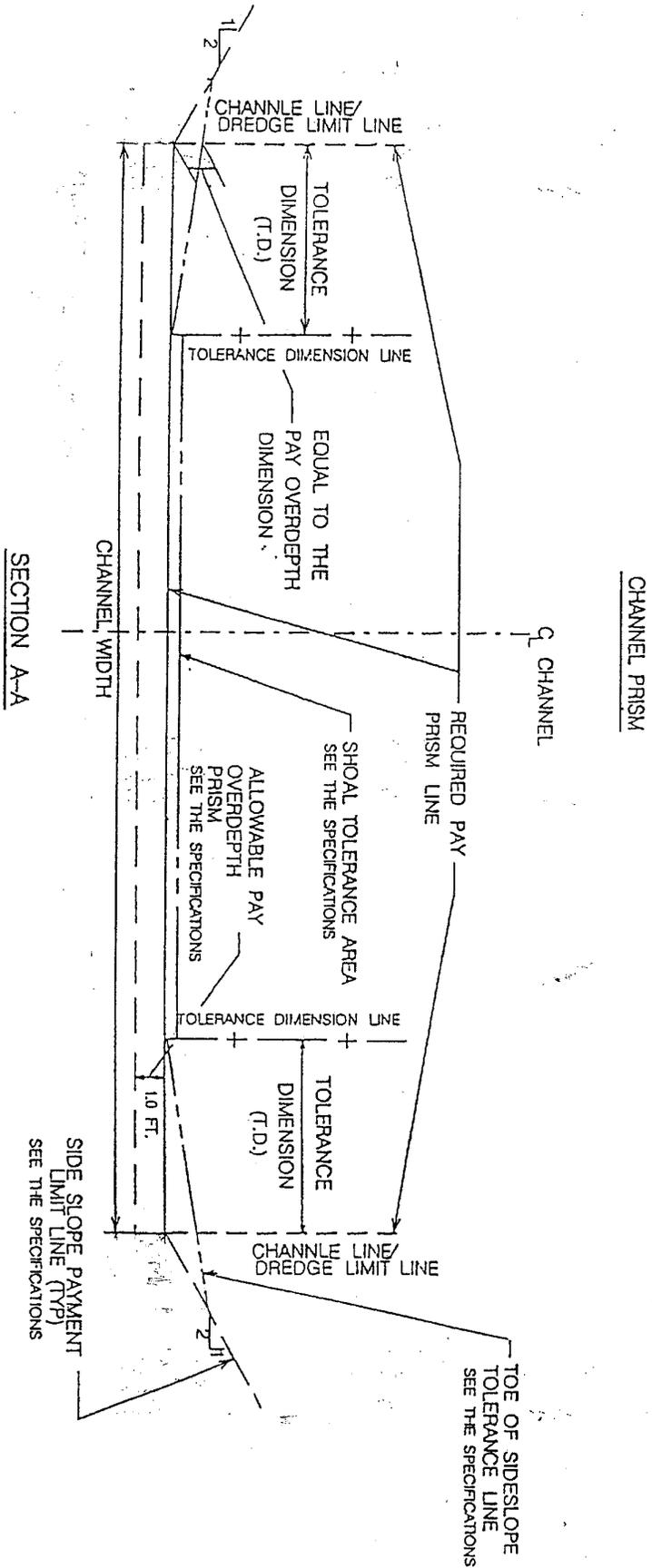
ITEMS	COST
DIRECT PLANT OPERATING COSTS	
UNIFORM DAILY RATE BASIS <i>(To be completed when submitting Status and Completion reports.)</i>	
CHARGES: _____ DAYS AT \$ _____ PER DAY <i>(Item 19, ENG Form 22 (Costs) — adjusted to exclude plant increment cost.)</i>	
▶ OR ◀	
ACTUAL PLANT COSTS <i>(To be completed when submitting Annual report.)</i>	
PAYROLLS <i>(gross)</i>	\$
SUBSISTENCE & QUARTERS OR PER DIEM & MILEAGE.....	\$
FUEL _____ BARRELS AT \$ _____ PER BARREL.....	\$
WATER.....	\$
LUBRICANTS.....	\$
PLANT OWNERSHIP COSTS <i>(as computed below)</i>	\$
INSURANCE.....	\$
ATTENDANT PLANT.....	\$
MISCELLANEOUS.....	\$
SUBTOTAL—UNIFORM DAILY RATE OR ACTUAL COSTS.....	\$
SUBTOTAL—PLANT UNIT COST \$ _____ PER CUBIC YARD.....	\$
SHORE WORK	
SUBTOTAL—SHORE WORK COSTS.....	\$
SUBTOTAL—SHORE WORK UNIT COSTS \$ _____ PER CUBIC YARD.....	\$
OTHER COSTS	
SURVEYS.....	\$
INSPECTION AND SUPERVISION.....	\$
OVERHEAD.....	\$
OTHER INDIRECT COSTS.....	\$
SUBTOTAL—OTHER COSTS.....	\$
SUBTOTAL—OTHER UNIT COST \$ _____ PER CUBIC YARD.....	\$
GRAND TOTAL—ALL COSTS.....	
GRAND TOTAL—ALL UNIT COSTS \$ _____ PER CUBIC YARD.....	

OPERATING SUPPLIES				ANNUAL REPORT DATA <i>(complete when submitting Annual report)</i>	
COMMODITIES	CONSUMED		INVENTORY		
	UNIT	QUANTITY	QUANTITY	VALUE	
FUEL <i>(oil)</i>	BBLs				COST PER RENTAL MINUTE <i>(Based on total operating cost).....</i> \$ _____ per min.
LUBRICANT <i>(oil)</i>	GAL				TOTAL COST OF PLANT <i>(End of F.Y. reporting period).....</i> \$
LUBRICANT <i>(grease)</i>	LBS				BOOK VALUE <i>(End of F.Y. reporting period).....</i> \$
WATER	GAL				BALANCE IN PLANT ACCOUNT <i>(End of F.Y. reporting period).....</i> \$
					PLANT OWNERSHIP COSTS <i>(Actual for F.Y. reporting period):</i>
					DEPRECIATION..... \$
					REPAIRS <i>(Adjusted)</i> \$
					CESSATION OF WORK..... \$
					SMALL TOOLS, ETC..... \$
SUBSISTENCE SUPPLIES.....					
MISCELLANEOUS SUPPLIES.....					
TOTAL.....				\$	TOTAL..... \$

REMARKS

SUBMITTED BY <i>(Name, title, and signature)</i>	RECOMMENDED BY <i>(Name, title, and signature)</i>	APPROVED BY <i>(Name, title, and signature)</i>
--	--	---

SEE THE SPECIFICATIONS - SUBPARAGRAPH "OVERDEPTH AND TOLERANCES" SECTION 02482 "DREDGING"

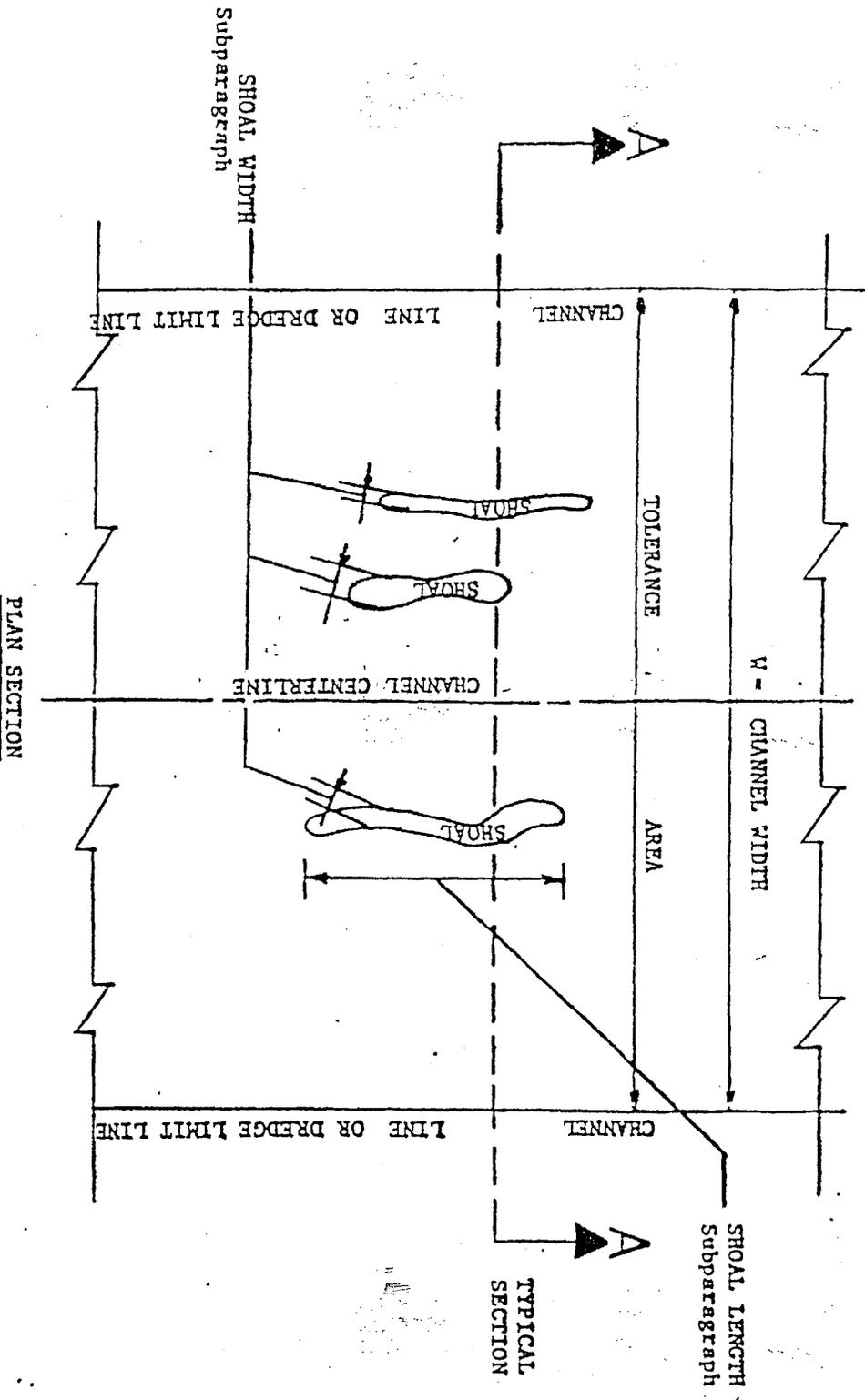


NOTE: THE EXISTING CHANNEL BOTTOM IS NOT SHOWN

See the Subparagraph "Overdepth and Tolerances" SECTION 02482 "DREDGING"

CHANNEL SHOAL TOLERANCE

Subparagraph



NINTH DISTRICT LOCAL NOTICE TO MARINERS
GENERAL NOTICE ENTRY FORM

1. NAME OF COMPANY: _____

2. TYPE OF OPERATION: _____

3. LOCATION: _____

4. COMMENCE DATE: _____ COMPLETE DATE: _____

5. HOURS OF OPERATION: _____ TO: _____

6. DAYS OF OPERATION: _____ TO: _____

7. NAME OF CONTACT VESSEL: _____

8. VHF - FM CHANNELS MONITORED: _____

9. SPECIAL REQUIREMENTS/REMARKS: _____

10. FOR FURTHER INFORMATION CONTACT: _____

11. TELEPHONE #: _____

12. SIGNATURE: _____ DATE: _____

“ NOTE ”

TEMPORARY MOORING BUOYS ARE REQUIRED TO BE WHITE WITH A BLUE HORIZONTAL BAND AROUND THE CIRCUMFERENCE OF THE BUOY AND THE WATER LINE. FOR MORE DETAILS CONCERNING REGULATIONS OF MOORING BUOYS REFER TO 33 CODE OF FEDERAL REGULATION PART 66.10-45. A COLOR DEPICTION OF A MOORING BUOY CAN BE FOUND I THE LIGHT LIST VOL. VII GREAT LAKES 1989 (PLATE 4).

SURVEY CONTROL DATA

STATION DESIGNATION NP-31 FILE _____ SHEET _____ NUMBER _____
 PROJECT LITTLE LAKE HARBOR CHANNEL REACH _____
 QUAD _____ NOAA CHART # _____
 CITY/TWP McMILLAN COUNTY LUCE STATE MI T. 50N R. 9W
 MARKER TYPE STD. C.O.E. MKER. SET BY _____ OFFICE/AGENCY _____
 DATE SET SEPT. 1991 ORIGIN OF CONTROL: HORIZ. _____ VERT. _____

HORIZONTAL

DATUM NAD83 LATITUDE 40° 43' 04.360" LONGITUDE 85° 21' 52.226"
 SPC Y 709663951 (NORTHING) X 26656852.249 (EASTING)
 STATE MI PROJECTION LAMBERT ZONE NORTH CODE 2111
 AZIMUTH MARK _____ GRID AZ. _____

VERTICAL

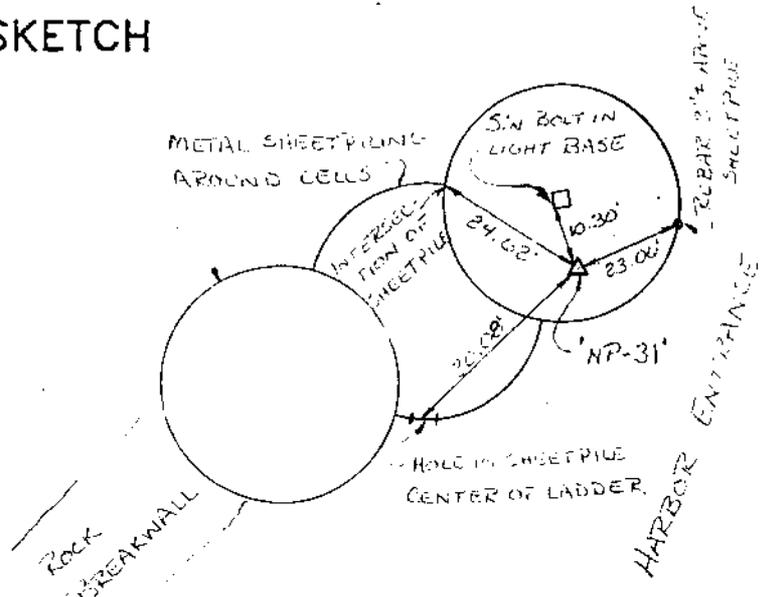
ELEV. IN FEET: IGLD _____ NGVD _____ NGVD88 _____
 OTHER _____
 PROPERTY OWNER _____ ACCESS NOTES _____

DATE	RECOVERY/REVISIONS/REMARKS	BY:

DESCRIPTION

STA. 'NP-31', A BRASS CAP SET W/CONC.
IN LARGE FLAT ROCK, SET ON CELL AT THE
END OF WEST BREAKWALL AT HARBOR
ENTRANCE, UNDER #2 RED CHANNEL
BEACON.

SKETCH



SURVEY CONTROL DATA

STATION DESIGNATION NP-55 FILE _____ SHEET _____ NUMBER _____
 PROJECT LITTLE LAKE HARBOR CHANNEL REACH _____
 QUAD _____ NOAA CHART # _____
 CITY/TWP McMILLAN COUNTY LUCE STATE MI T. 50N R. 9W
 MARKER TYPE STD. C.O.E. MKKR. SET BY _____ OFFICE/AGENCY _____
 DATE SET SEPT. 1991 ORIGIN OF CONTROL: HORIZ. _____ VERT. _____

HORIZONTAL

DATUM NAD83 LATITUDE 46° 42' 59.694 LONGITUDE 85° 21' 51.483"
 SPC Y 709192.434 (NORTHING) X 26656913.753 (EASTING)
 STATE MI PROJECTION LAMBERT ZONE NORTH CODE 2111
AZIMUTH MARK _____ GRID AZ. _____

VERTICAL

ELEV. IN FEET: IGLD 85 609.125 NGVD _____ NGVD88 _____
 OTHER _____

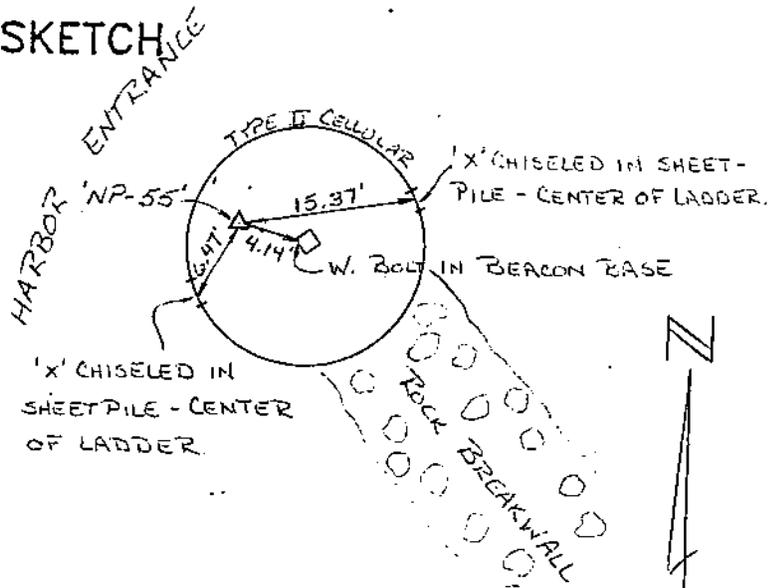
PROPERTY OWNER _____ ACCESS NOTES _____

DATE	RECOVERY/REVISIONS/REMARKS	BY:

DESCRIPTION

STA. 'NP-55', AN ALUMINUM CAP SET ON A
4' ROD IN CONC., SET IN END CELL OF
EASTERN BREAKWATER, UNDER #3
GREEN HARBOR BEACON.

SKETCH



SURVEY CONTROL DATA

STATION DESIGNATION NP-51 FILE _____ SHEET _____ NUMBER _____

PROJECT LITTLE LAKE HARBOR CHANNEL REACH _____

QUAD _____ NOAA CHART # _____

CITY/TWP McMILLAN COUNTY LUCE STATE MI T. 50N R. 9W

MARKER TYPE STD. C.O.E. MKR. SET BY _____ OFFICE/AGENCY _____

DATE SET SEPT. 1991 ORIGIN OF CONTROL: HORIZ. _____ VERT. _____

HORIZONTAL

DATUM NAD83 LATITUDE 46° 42' 58.657" LONGITUDE 85° 21' 48.000"

SPC Y 709092.466 (NORTHING) X 26657158.588 (EASTING)

STATE MI PROJECTION LAMBERT ZONE NORTH CODE 2111

AZIMUTH MARK _____ GRID AZ. _____

VERTICAL

ELEV. IN FEET: IGLD _____ NGVD _____ NGVD88 _____

OTHER _____

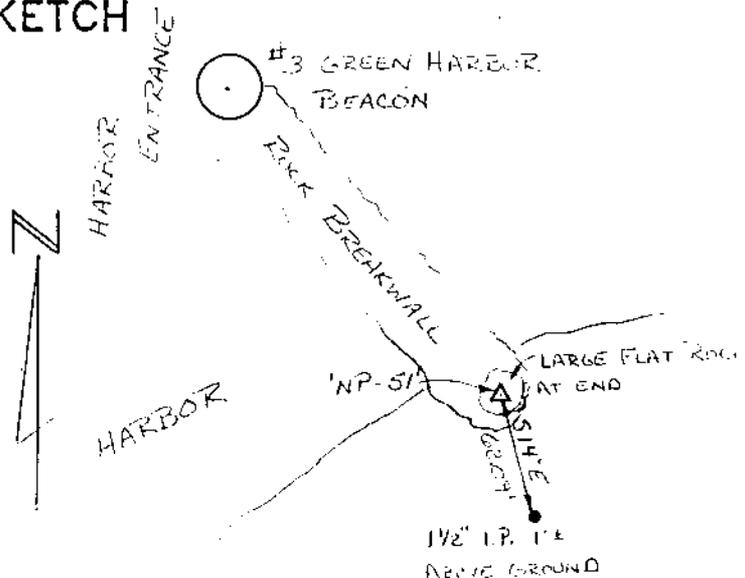
PROPERTY OWNER _____ ACCESS NOTES _____

DATE _____ RECOVERY/REVISIONS/REMARKS _____ BY: _____

DESCRIPTION

STA. 'NP-51', A BRASS CAP SET W/ CONC.
IN LARGE FLAT ROCK AT SOUTH END
OF EAST BREAKWALL

SKETCH



SURVEY CONTROL DATA

STATION DESIGNATION BD-7 FILE _____ SHEET _____ NUMBER _____
 PROJECT LITTLE LAKE HARBOR CHANNEL REACH _____
 QUAD _____ NOAA CHART # _____
 CITY/TWP McMILLAN COUNTY LUCE STATE MI T. 50N R. 9W
 MARKER TYPE STD. C.O.E. MKER SET BY _____ OFFICE/AGENCY _____
 DATE SET _____ ORIGIN OF CONTROL: HORIZ. _____ VERT. _____

HORIZONTAL

DATUM NAD83 LATITUDE 46° 42' 57.850" LONGITUDE 85° 21' 33.482"
 SPC Y 709031653 (NORTHING) X 26658171.552 (EASTING)
 STATE MI PROJECTION LAMBERT ZONE NORTH CODE 2111
 AZIMUTH MARK _____ GRID AZ. _____

VERTICAL

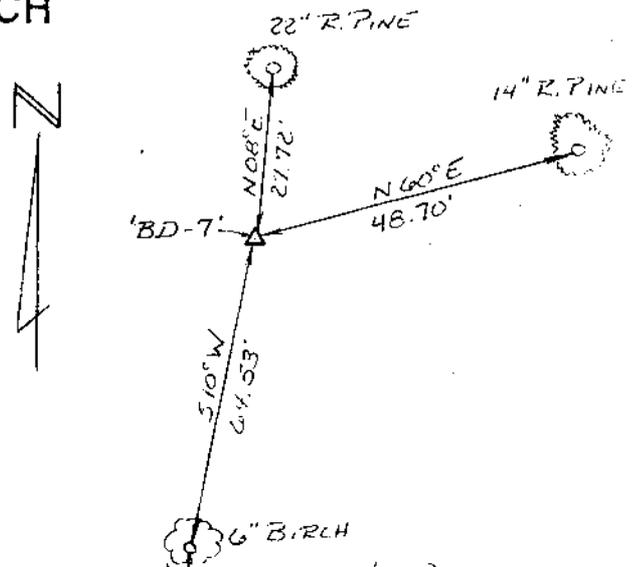
ELEV. IN FEET: IGLD _____ NGVD _____ NGVD88 _____
 OTHER _____
 PROPERTY OWNER _____ ACCESS NOTES _____

DATE	RECOVERY/REVISIONS/REMARKS	BY:

DESCRIPTION

EXISTING C.O.E. CONTROL
A BRONZE DISC ON SIDE OF LITTLE LAKE, 1050' ±
EAST OF ENTRANCE CHANNEL, 250' ± WEST
OF STATE DOCK, AND 75' OFF
WATERS EDGE

SKETCH



SURVEY CONTROL DATA

STATION DESIGNATION B FILE _____ SHEET _____ NUMBER _____
 PROJECT LITTLE LAKE HARBOR CHANNEL REACH _____
 QUAD _____ NOAA CHART # _____
 CITY/TWP McMILLAN COUNTY LUCE STATE MI T. 50N R. 9W
 MARKER TYPE CHISELED 'X' SET BY _____ OFFICE/AGENCY _____
 DATE SET _____ ORIGIN OF CONTROL: HORIZ. _____ VERT. _____

HORIZONTAL

DATUM NAD83 LATITUDE 46° 43' 01.811" LONGITUDE 85° 21' 56.142"
 SPC Y 709400.192 (NORTHING) X 26656584.814 (EASTING)
 STATE MI PROJECTION LAMBERT ZONE NORTH CODE 2111
 AZIMUTH MARK _____ GRID AZ. _____

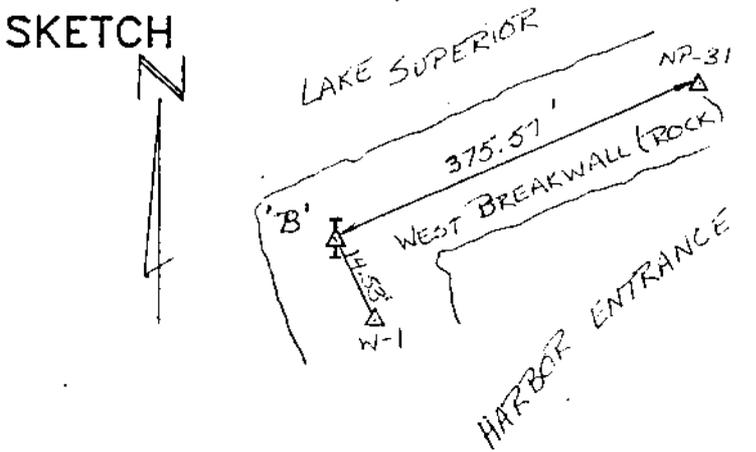
VERTICAL

ELEV. IN FEET: IGLD _____ NGVD _____ NGVD88 _____
 OTHER _____
 PROPERTY OWNER _____ ACCESS NOTES _____

DATE	RECOVERY/REVISIONS/REMARKS	BY:

DESCRIPTION

EXISTING C.O.E. CONTROL
'X' CHISELED IN THE TOP OF A VERTICAL
I BEAM AT ANGLE POINT OF WEST
BREAKWALL. 385' ± WEST OF
ENTRANCE LIGHT



SURVEY CONTROL DATA

STATION DESIGNATION FP-1 FILE _____ SHEET _____ NUMBER _____
 PROJECT LITTLE LAKE HARBOR CHANNEL REACH _____
 QUAD _____ NOAA CHART # _____
 CITY/TWP McMILLAN COUNTY LUCE STATE MI T. 50N R. 9W
 MARKER TYPE 3' DIA IRON PIPE SET BY _____ OFFICE/AGENCY _____
 DATE SET _____ ORIGIN OF CONTROL: HORIZ. _____ VERT. _____

HORIZONTAL

DATUM NAD 83 LATITUDE 41° 42' 53.987" LONGITUDE 85° 21' 56.149"
 SPC Y 708607.792 (NORTHING) X 26656600.642 (EASTING)
 STATE MI PROJECTION LAMBERT ZONE NORTH CODE 2111
 AZIMUTH MARK _____ GRID AZ. _____

VERTICAL

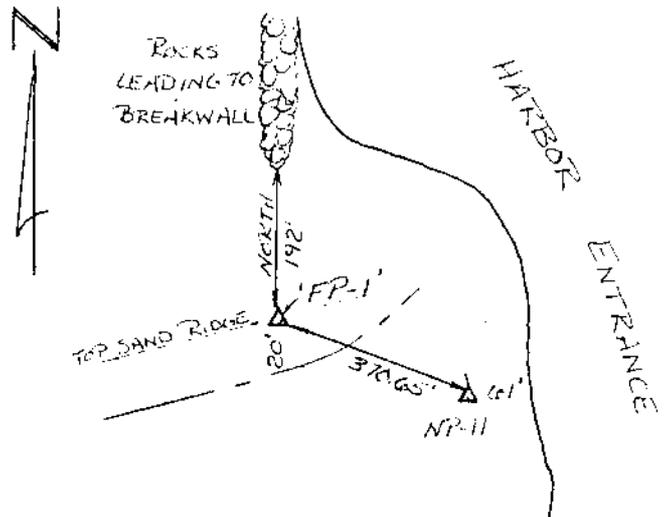
ELEV. IN FEET: IGLD _____ NGVD _____ NGVD88 _____
 OTHER _____
 PROPERTY OWNER _____ ACCESS NOTES _____

DATE	RECOVERY/REVISIONS/REMARKS	BY:

DESCRIPTION

EXISTING C.O.E. CONTROL
WEST SIDE OF CHANNEL, 192' SOUTH OF
SOUTH END OF ROCK PILE LEADING OUT TO
WEST BREAKWALL, ON TOP OF SAND
RIDGE, 20' NORTH OF TRAIL ALONG RIDGE

SKETCH



SURVEY CONTROL DATA

STATION DESIGNATION W-1 FILE _____ SHEET _____ NUMBER _____
 PROJECT LITTLE LAKE HARBOR CHANNEL REACH _____
 QUAD _____ NOAA CHART # _____
 CITY/TWP McMILLAN COUNTY LUCE STATE MI T. 50N R. 9W
 MARKER TYPE STD. C.O.E. MKER. SET BY _____ OFFICE/AGENCY _____
 DATE SET SEPT. 1991 ORIGIN OF CONTROL: HORIZ. _____ VERT. _____

HORIZONTAL

DATUM NAD 83 LATITUDE 46° 43' 01.719" LONGITUDE 85° 21' 55.980"
 SPC Y 709391.158 (NORTHING) X 20656596.254 (EASTING)
 STATE MI PROJECTION LAMBERT ZONE NORTH CODE 2111
 AZIMUTH MARK _____ GRID AZ. _____
RED LIGHT #2 _____ 41° 41' 16"
GREEN LIGHT #3 _____ 121° 14' 13"

VERTICAL

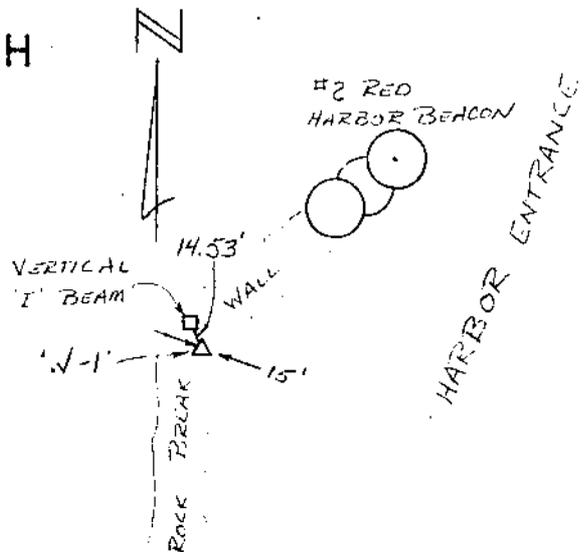
ELEV. IN FEET: IGLD _____ NGVD _____ NGVD88 _____
 OTHER _____
 PROPERTY OWNER _____ ACCESS NOTES _____

DATE	RECOVERY/REVISIONS/REMARKS	BY:

DESCRIPTION

STA. 'W-1', A BRASS CAP SET IN LARGE
FLAT ROCK AT ANGLE POINT IN WEST
BREAKWALL. 385' ± WEST OF ENTRANCE
LIGHT

SKETCH





General Decision Number: IL030018 02/27/2004

General Decision Number: **IL030018** 02/27/2004

Superseded General Decision Number: IL020018

State: Illinois

Construction Types: Heavy (Dredging, and Marine)

Counties: Illinois Statewide.

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND MARINE CONSTRUCTION):

ILLINOIS, INDIANA, MICHIGAN, MINNESOTA, NEW YORK, OHIO, PENNSYLVANIA AND WISCONSIN DREDGING AND MARINE CONSTRUCTION
 Dredging and Marine Construction Projects: floating/land equipment engaged in clamshell, backhoe and dragline dredging, marine construction, bridges, salvage operations and cranes, loaders, dozers, or other equipment used for disposal of dredge spoils or marine construction materials on land at the slip or dock, at the project site, where the above material/spoils is being handled, and all equipment utilized on breakwall/breakwater structures on the Great Lakes, Islands therein, their connecting and tributary waters, including the Illinois Waterway to the Lock at Lockport, Illinois, the New York State Barge Canal System between Tonawanda, New York and Waterford, New York and Oswego, New York, the Duluth-Superior area to the Fond du Lac Bridge Crossing (Minnesota State Highway 23) on the St. Louis River and on the St. Lawrence River eastward to the International Boundary near St. Regis, New York.

Modification Number	Publication Date
0	06/13/2003
1	02/27/2004

* SUIL2003-001 01/01/2004

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND MARINE CONSTRUCTION):

	Rates	Fringes
Dredging:		
Fireman, Oiler, Deckhand, & Scowman (with dipper, hydraulic or other floating equipment engaged in hydraulic and dipper dredging operations)		
Pipeline men (both afloat & ashore including loading, unloading, maintaining, and handling pipelines for hydraulic dredges and sandboats Rangeman, Tankerman, Sweepman and service Truck Driver.....	\$ 22.51	7.61+a+b
Lead Deckhand.....	\$ 29.68	7.61+a+b
Hydraulic Dredging		
LAUNCH OPERATOR - Vessel 800 Horse- Power Or Less.....	\$ 25.15	7.61+a+b

TUG ENGINEER.....	\$ 26.49	7.61+a+b
TUG OPERATOR - Vessel Over 800 Horse-Power.....	\$ 26.49	7.61+a+b
TUG WORKERS: Fireman, Lineman, Oiler, Deckhand, Tankerman. Scowman, (on/or with tugboats, launches, or other self-propelled boats).....	\$ 22.51	7.61+a+b
Mechanic		
FLOATING EQUIPMENT:		
Illinois		
Class I.....	\$ 40.50	12.00+b&c
Class II.....	\$ 39.00	12.00+b&c
Class III.....	\$ 34.70	12.00+b&c
Class IV.....	\$ 28.85	12.00+b+c
FLOATING EQUIPMENT:		
Indiana		
Class I.....	\$ 35.75	11.95+b&c
Class II.....	\$ 34.25	11.95+b&c
Class III.....	\$ 30.45	11.95+b&c
Class IV.....	\$ 25.35	11.95+b&c
FLOATING EQUIPMENT:		
Michigan		
Class I.....	\$ 27.50	15.23+b&c
Class II.....	\$ 26.00	15.23+b&c
Class III.....	\$ 23.15	15.23+b&c
Class IV.....	\$ 19.25	15.23+b&c
FLOATING EQUIPMENT:		
Minnesota		
Class I.....	\$ 32.55	9.10+b&c
Class II.....	\$ 31.05	9.10+b&c
Class III.....	\$ 27.65	9.10+b&c
Class IV.....	\$ 23.00	9.10+b&c
FLOATING EQUIPMENT:		
New York:(Cattaraugus, Chautauga, Erie and Orleans Counties)		
Class I.....	\$ 35.00	15.96+b&c
Class II.....	\$ 33.50	15.96+b&c
Class III.....	\$ 29.80	15.96+b&c
Class IV.....	\$ 24.80	15.96+b&c
FLOATING EQUIPMENT:		
New York:(Cayuga, Jefferson, Oswego, and St. Lawrence Counties)		
Class I.....	\$ 29.50	13.10+b&c
Class II.....	\$ 28.00	13.10+b&c
Class III.....	\$ 24.92	13.10+b&c
Class IV.....	\$ 20.72	13.10+b&c
FLOATING EQUIPMENT:		
New York:(Monroe and Wayne Counties and the City of Rochester)		
Class I.....	\$ 27.50	9.00+b&c
Class II.....	\$ 26.00	9.00+b&c
Class III.....	\$ 23.15	9.00+b&c
Class IV.....	\$ 19.25	9.00+b&c
FLOATING EQUIPMENT:		
New York:(Niagara)		
Class I.....	\$ 32.08	14.50+b&c
Class II.....	\$ 30.58	14.50+b&c

Class III.....	\$ 30.84	14.50+b&c
Class IV.....	\$ 22.90	14.50+b&c
FLOATING EQUIPMENT:		
Ohio:(Ashtabula, Cuyahoga, Erie,Lake, and Lorain Counties)		
Class I.....	\$ 32.99	7.60+b&c
Class II.....	\$ 31.49	7.60+b&c
Class III.....	\$ 28.02	7.60+b&c
Class IV.....	\$ 23.30	7.60+b&c
FLOATING EQUIPMENT:		
Ohio:(Lucas, Henry, Ottawa, Wood and Sandusky Counties)		
Class I.....	\$ 31.27	7.60+b&c
Class II.....	\$ 29.77	7.60+b&c
Class III.....	\$ 26.50	7.60+b+c
Class IV.....	\$ 22.30	7.60+b&c
FLOATING EQUIPMENT:		
Pennsylvania:(Erie County):		
Class I.....	\$ 24.80	10.23+b&c
Class II.....	\$ 23.30	10.23+b&c
Class III.....	\$ 20.74	10.23+b&c
Class IV.....	\$ 17.24	10.23+b&c
FLOATING EQUIPMENT:		
Wisconsin:Includes all marine/floating type work on projects in the Superior/Duluth Harbor, Lake Superior.		
Class I.....	\$ 32.00	12.90+b&c
Class II.....	\$ 30.50	12.90+b&c
Class III.....	\$ 27.15	12.90+b&c
Class IV.....	\$ 22.57	12.90+b&c
PAID HOLIDAYS (WHERE APPLICABLE):		
A- NEW YEAR'S DAY		
B- MEMORIAL DAY		
C- INDEPENDENCE DAY		
D- LABOR DAY		
E- THANKSGIVING DAY		
F- CHRISTMAS DAY		
G- PRESIDENT'S DAY		
H- VETERANS' DAY		
FOOTNOTES:		
a. \$30.10 per day per employee for medical		
b. Eight paid holidays: A thru H		
c. Hazardous/Toxic Waste Material:		
*Level A \$2.50 per hour		
*Level B 2.00 per hour		
*Level C 1.00 per hour		
*Level D 0.50 per hour		
Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision. *Working with Hazardous Waste at this level as defined by the U. S. Enviromental Protection Agency.		
CLASSIFICATION DESCRIPTIONS		
Class I - Master Mechanic - assist and direct		
Class II, Class III, and Class IV, diver/wet tender, engineer (hydraulic dredge)		
Class II - Crane/Backhoe Operator and Mechanic/Welder, assistant engineer(hydraulic dredge), leverman (hydraulic dredge), diver/tender		

Class III - Deck Equipment Operator (Machineryman)
Maintenance of Crane (over 50 ton capacity) or Backhoe
(115,000 pounds or more), ug/launch operator, Loader/dozer
and like equipment on Barge, breakwater wall, slip/dock,
Scow, Deck Machinery, etc.

Class IV - Deck Equipment Operator(Machineryman/Fireman)
(Four equipment units or more) and Crane Maintenance 50 ton
capacity and under or Backhoe weighing 115,000 pounds or
less, assistant tug operator.

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on
a wage determination matter
 - * a conformance (additional classification and rate) ruling
- On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an
interested party (those affected by the action) can request
review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the
interested party's position and by any information (wage
payment data, project description, area practice material,
etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION





General Decision Number: MI030093 03/26/2004

General Decision Number: **MI030093** 03/26/2004

Superseded General Decision Number: MI020093

State: Michigan

Construction Type: Heavy

County: Luce County in Michigan.

HEAVY CONSTRUCTION PROJECTS (does not include airport or bridge construction projects, or sewer or water line work if it is incidental to a highway construction project)

Modification Number Publication Date

 0 06/13/2003
 1 03/26/2004

* BOIL0169-005 07/01/2003

	Rates	Fringes
Boilermaker (Excluding tank building).....	\$ 28.853	25% + 5.10

* BRMI0006-002 05/01/2003

	Rates	Fringes
Bricklayer; marble, terrazzo and tile setter.....	\$ 21.89	10.01
Cement Mason.....	\$ 21.89	10.01
Pointer, caulker and cleaner...\$	20.89	10.01

FOOTNOTES: Stacks: Work on industrial and powerhouse stacks shall receive \$2.00 per hour above the journeyman bricklayer rate.

Industrial: Refinishing work on digesters, tanks, lime kilns, chests, boilers, and boiler tubes shall receive \$2.00 per hour above the journeyman bricklayer rate.

* CARP1510-002 05/01/2003

	Rates	Fringes
Carpenter (Includes concrete form work).....	\$ 22.97	8.20
Millwright.....	\$ 26.59	8.42
Piledriver.....	\$ 23.17	8.20

FOOTNOTES:
 Waterfront work on the Great Lakes or connecting water navigable to Lake carriers: \$0.20 per hour additional.
 Work on industrial construction, defined as industrial manufacturing and processing plants such as ore plants, paper mills, power houses, foundries, saw mills, wood processing plants, or other industrial complexes: \$.30 per hour additional.

ELEC0876-004 06/01/2002

	Rates	Fringes
Line Construction: cable splicer.....	\$ 28.30	21.5% + 2.20
Line Construction: ground person.....	\$ 13.86	21.5% + 2.20
Line Construction: light equipment operator/ground person/truck driver/ground		

pe
 winch, A-frame, diggers
 when used for
 distribution line
 truck and used for
 distribution work.
 Distribution truck
 driver, 5th wheel type
 trucks, bucket trucks,
 ladder trucks and all
 live boom trucks, all
 equipment 85 hp or under....\$ 18.06 21.5% + 2.20
 Line Construction: line
 technician.....\$ 27.18 21.5% + 2.20
 Line Construction:
 operator/ground person
 digger, tractor and
 setting rig with tracks
 or rough terrain
 vehicle, large
 bombardier, backhoe
 over 85 hp, hydraulic
 crane 10 ton or over.....\$ 20.56 21.5% + 2.20
 Line Construction: truck
 driver/ground person
 trucks with winch or
 boom or dump, other
 than distribution work.....\$ 17.21 21.5% + 2.20

FOOTNOTE:
 Operators of 5/8 yd. rated capacity backhoe or over, and
 operators of 25 ton, rated capacity, crane or over, and
 operators of heavy duty tension or pulling machinery on 345
 KV and above, shall receive the line technician rate of pay.

 * ELEC1070-004 06/03/2003

	Rates	Fringes
Electricians:		
Contracts \$85,000 and under.....	\$ 22.84	4% + 10.50
Contracts over \$85,000.....	\$ 24.84	4% + 10.50

FOOTNOTE: Low scale is not applicable on industrial work.

 ENGI0324-012 05/01/2002

	Rates	Fringes
Power Equipment Operator (STEEL ERECTION:)		
Compressor; forklift; welder.....	\$ 20.84	11.40
Crane operator, main boom & jib 120' or longer.....	\$ 24.59	11.40
Crane operator, main boom & jib 140' or longer.....	\$ 24.84	11.40
Crane operator, main boom & jib 220' or longer.....	\$ 25.09	11.40
Mechanic with truck and tools.....	\$ 25.59	11.40
Oiler and fire tender.....	\$ 19.54	11.40
Regular operator.....	\$ 24.09	11.40

 ENGI0326-001 05/01/2002

	Rates	Fringes
Power equipment operators - gas distribution and duct installation work:		
GROUP 1.....	\$ 22.39	11.65
GROUP 2-A.....	\$ 22.29	11.65
GROUP 2-B.....	\$ 22.07	11.65
GROUP 3.....	\$ 21.29	11.65
GROUP 4.....	\$ 20.79	11.65

SCOPE OF WORK:

The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as "distribution work," starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

POWER EQUIPMENT - GAS DISTRIBUTION CLASSIFICATIONS

GROUP 1: Mechanic, crane (over 1/2 yd. capacity), backhoe (over 1/2 yd. capacity), grader (Caterpillar 12 equivalent or larger)

GROUP 2-A: Trencher, backhoe (1/2 yd. capacity or less)

GROUP 2-B: Crane (1/2 yd. capacity or less), compressor (2 or more), dozer (D-4 equivalent or larger), endloader (1 yd. capacity or larger), pump (1 or 2 six-inch or larger), side boom (D-4 equivalent or larger)

GROUP 3: Backfiller, boom truck (powered), concrete saw (20 hp or larger), dozer (less than D-4 equivalent), endloader (under 1 yd. capacity), farm tractor (with attachments), pump (2-4 under six-inch capacity), side boom tractor (less than D-4 equivalent), tamper (self-propelled)

GROUP 4: Oiler, grease person

ENGI0326-014 05/01/2002

	Rates	Fringes
Power equipment operators (includes underground construction):		
Crane operator, main boom & jib 120' or longer.....	\$ 24.19	11.40
Crane operator, main boom & jib 140' or longer.....	\$ 24.44	11.40
Crane operator, main boom & jib 220' or longer.....	\$ 24.69	11.40
GROUP 1.....	\$ 23.69	11.40
GROUP 2.....	\$ 20.44	11.40
GROUP 3.....	\$ 19.86	11.40
GROUP 4.....	\$ 18.92	11.40
Mechanic with truck and tools.....	\$ 25.19	11.40

FOOTNOTES:

Swing boom truck operator over 15 tons: \$.50 per hour additional.

Hydraulic crane operator 75 tons and under: \$.75 per hour additional.

Hydraulic crane operator over 75 tons: \$1.00 per hour additional.

Lattice boom crane operator: \$1.50 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Regular equipment operator, crane, dozer, front end loader, job mechanic, pumpcrete and squeezecrete, welder

GROUP 2: Air track drill, boom truck (non-swing), concrete mixer, material hoist and tugger, pump 6" and over, beltcrete, sweeping machine, trencher, winches, well points and freeze systems

GROUP 3: Air compressor, conveyor, concrete saw, farm tractor (without attachments), fork truck, generator, guard post driver, mulching machine, pumps under 6-in., welding machine and grease person

GROUP 4: Oiler, fire tender and heater operator

 ENGI0326-016 10/01/2001

	Rates	Fringes
Power equipment operators - sewer relining:		
GROUP 1.....	\$ 23.67	8.11
GROUP 2.....	\$ 22.28	8.11

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system, including remote in-ground cutter and other equipment used in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation systems, water jettors and vacuum and mechanical debris removal systems

 ENGI0326-017 10/01/2001

	Rates	Fringes
Power equipment operators - hazardous waste removal:		
LEVEL A:		
Engineer when operating crane with boom and jib or leads 140' or longer.....	\$ 29.22	11.15
Engineer when operating crane with boom and jib or leads 220' or longer.....	\$ 29.52	11.15
GROUP 1.....	\$ 26.57	11.15
GROUP 2.....	\$ 22.87	11.15
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator.....	\$ 27.54	11.15
LEVEL B AND C:		
Engineer when operating crane with boom and jib or leads 140' or longer.....	\$ 28.27	11.15
Engineer when operating crane with boom and jib or leads 220' or longer.....	\$ 28.57	11.15
GROUP 1.....	\$ 25.62	11.15
GROUP 2.....	\$ 21.93	11.15
Regular crane operator, mechanic, dragline operator, boom truck operator		

and concrete pump with boom operator.....	\$ 26.59	11.15
LEVEL D WHEN CAPPING		
LANDFILL:		
Engineer when operating crane with boom and jib or leads 140' or longer.....	\$ 26.72	11.15
Engineer when operating crane with boom and jib or leads 220' or longer.....	\$ 27.02	11.15
GROUP 1.....	\$ 24.07	11.15
GROUP 2.....	\$ 20.38	11.15
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator.....	\$ 25.04	11.15
LEVEL D:		
Engineer when operating crane with boom and jib or leads 140' or longer.....	\$ 26.97	11.15
Engineer when operating crane with boom and jib or leads 220' or longer.....	\$ 27.27	11.15
GROUP 1.....	\$ 24.32	11.15
GROUP 2.....	\$ 20.63	11.15
Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator.....	\$ 25.29	11.15

HAZARDOUS WASTE REMOVAL CLASSIFICATIONS

GROUP 1: Backhoe, batch plant operator, clamshell, concrete breaker when attached to hoe, concrete cleaning decontamination machine operator, concrete pump, concrete paver, crusher, dozer, elevating grader, endloader, farm tractor (90 h.p. and higher), gradall, grader, heavy equipment robotics operator, loader, pug mill, pumpcrete machines, pump trucks, roller, scraper (self-propelled or tractor drawn), side boom tractor, slip form paver, slop paver, trencher, ultra high pressure waterjet cutting tool system operator, vactors, vacuum blasting machine operator, vertical lifting hoist, vibrating compaction equipment (self-propelled), and well drilling rig

GROUP 2: Air compressor, concrete breaker when not attached to hoe, elevator, end dumps, equipment decontamination operator, farm tractor (less than 90 h.p), forklift, generator, heater, mulcher, pigs (portable reagent storage tanks), power screens, pumps (water), stationary compressed air plant, sweeper, and welding machine

* IRON0008-006 05/01/2003

	Rates	Fringes
Ironworker, reinforcing and structural General contracts \$10,000,000 or greater.....	\$ 25.07	12.51

General contracts less than \$10,000,000.....\$ 22.50 12.51

* IRON0008-009 05/01/2003

	Rates	Fringes
Ironworker - pre-engineered metal building erector Contracts \$10,000,000 or greater.....	\$ 25.07	12.51
Contracts less than \$10,000,000.....	\$ 22.50	12.51

LABO0005-021 10/01/2001

	Rates	Fringes
Laborers - hazardous waste abatement:		
Work performed inside the building and up to and including 5 ft. outside the building:		
Level A, B or C.....	\$ 19.75	6.06
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....	\$ 18.75	6.06
Work performed over 5 ft. outside the building:		
Level A, B or C.....	\$ 18.93	5.26
Work performed in conjunction with site preparation not requiring the use of personal protective equipment; Also, Level D.....	\$ 17.93	5.26

* LABO0259-004 09/01/2003

	Rates	Fringes
Laborers - tunnel, shaft and caisson:		
GROUP 1.....	\$ 20.75	8.67
GROUP 2.....	\$ 20.86	8.67
GROUP 3.....	\$ 20.96	8.67
GROUP 4.....	\$ 21.10	8.67
GROUP 5.....	\$ 21.35	8.67
GROUP 6.....	\$ 21.68	8.67
GROUP 7.....	\$ 14.96	8.67

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas)

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar, material mixer, fence erector and guard rail builder

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock

tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

SCOPE OF WORK: Tunnel, shaft and caisson work of every type and description and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquifers, reservoirs, missile silos and steel sheeting for underground construction.

LABO0260-008 08/01/2001

	Rates	Fringes
Asbestos Laborer		
Includes removing and disposing of all insulation materials from walls, ceilings, floors, columns, and all other non-mechanical surfaces; and removal of insulating materials from mechanical systems that are to be demolished; loading/unloading of bagged and tagged materials at the disposal site (includes lead paint abatement clean-up).....	\$ 17.73	6.07

* LABO0334-002 09/01/2003

	Rates	Fringes
Laborers - open cut:		
GROUP 1.....	\$ 18.45	6.35
GROUP 2.....	\$ 18.59	6.35
GROUP 3.....	\$ 18.72	6.35
GROUP 4.....	\$ 18.77	6.35
GROUP 5.....	\$ 18.82	6.35
GROUP 6.....	\$ 16.20	6.35
GROUP 7.....	\$ 14.31	6.35

LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, guard rail builder, headwall, seawall, breakwall, dock builder and fence erector

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g., wire mesh,

steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting person, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation.

Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

 * LAB01329-002 05/01/2003

	Rates	Fringes
Laborers:		
General contracts \$15 million and over:		
GROUP 1.....	\$ 19.80	6.85
GROUP 2.....	\$ 19.90	6.85
GROUP 3.....	\$ 20.20	6.85
GROUP 4.....	\$ 20.35	6.85
GROUP 5.....	\$ 20.55	6.85
GROUP 6.....	\$ 21.85	6.85
General contracts less than \$15 million:		
GROUP 1.....	\$ 18.43	6.85
GROUP 2.....	\$ 18.53	6.85
GROUP 3.....	\$ 18.83	6.85
GROUP 4.....	\$ 18.98	6.85
GROUP 5.....	\$ 19.18	6.85
GROUP 6.....	\$ 20.48	6.85

FOOTNOTE: Work on waterfront work (working over water) on the Great Lakes or connecting waters navigable to lake carriers: \$0.75 per hour additional.

LABORER CLASSIFICATIONS

GROUP 1: All construction laborers on building and heavy construction work, storm and sanitary sewers, tool crib attendant, rod person, oxi-gun operator, worker using propane or acetylene cutting torch, motor-driven buggies, chipping hammers, tamping machines, green cutting (whether run by air,

electric or gas), and sandblasters
 GROUP 2: Mortar mixer, material mixer (whether done by hand or machine), vibrator operator, concrete mixer, laborer with concrete crew, mixer to pour, including pour from trucks
 GROUP 3: Cement gun nozzle operator, blaster, miner, driller, buster operator, layer of all non-metallic pipe
 GROUP 4: Caisson worker
 GROUP 5: Air track
 GROUP 6: Digester, tanks & kilns

* PLUM0190-006 05/01/2003

	Rates	Fringes
Gas Distribution Pipeline		
All other work.....	\$ 17.11	7.12
Welding in conjunction with gas distribution pipeline work.....	\$ 26.25	10.16

* PLUM0506-012 06/01/2003

	Rates	Fringes
Pipefitter		
All other heavy construction.....	\$ 25.71	12.05
Hvac contracts \$50,000 or less.....	\$ 20.57	12.05

SHEE0007-019 01/01/2000

	Rates	Fringes
Sheet metal worker.....	\$ 22.30	9.87

SUMI2000-008 05/05/2000

	Rates	Fringes
BUILDING CONSTRUCTION		
Tank Builder.....	\$ 19.50	1.04
Laborer: Chain Saw.....	\$ 14.29	
Landscape Laborer.....	\$ 13.20	4.01
Truck drivers:		
Boom Truck.....	\$ 17.40	5.52
Truck Driver - 2 axle.....	\$ 16.41	4.30
Truck driver - 3 axle.....	\$ 16.83	7.44
Well Driller (water well).....	\$ 27.59	.13

FOOTNOTES:

Marble, terrazzo & tile finishers: \$0.25 per hour above the laborer's rate. Same fringe benefit package as the bricklayer.
 Stacks: Work on industrial and powerhouse stacks shall receive \$2.00 per hour above the journeyman bricklayer rate.
 Industrial: Refinishing work on digesters, tanks, lime kilns, chests, boilers, and boiler tubes shall receive \$2.00 per hour above the journeyman bricklayer rate.

* TEAM0328-002 05/01/2003

	Rates	Fringes
Truck drivers (does not include boom truck, or two- or three-axle trucks):		
GROUP 1.....	\$ 19.62	3.76/hr.+ 17
GROUP 2.....	\$ 19.77	3.76/hr.+ 17
GROUP 3.....	\$ 19.83	3.76/hr.+ 17
GROUP 4.....	\$ 19.98	3.76/hr.+ 17

PAID HOLIDAYS: Memorial Day, Fourth of July, Labor Day and Thanksgiving Day, if the regular work day immediately preceding or following the holiday is either worked or an excused absence.

TRUCK DRIVER CLASSIFICATIONS
 GROUP 1: All other trucks
 GROUP 2: Heavy duty and semi trucks
 GROUP 3: Truck repair and maintenance
 GROUP 4: Euclid type equipment

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
 =====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling
 On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION
=====



SECTION TABLE OF CONTENTS

DIVISION 02 - SITE WORK

SECTION -02482

DREDGING

PART 1 GENERAL

1.1 UNIT PRICES

1.1.1 Measurement

1.1.1.1 Allowable Pay Overdepth and Sideslopes

1.1.1.2 Shoal Removal

1.1.1.3 Soundings

1.1.1.4 Volume Calculations

1.1.1.5 Excessive Dredging

1.1.1.6 Monthly Partial Payments

1.1.1.7 Continuity of Work

1.2 SUBMITTALS

1.3 PROJECT/SITE CONDITIONS

1.3.1 Character of Materials

1.3.2 Placement Area Conditions

1.4 SEQUENCING AND SCHEDULING

1.4.1 Delivery of Plant and Order of Work

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 DREDGING

3.1.1 Obstructions

3.1.2 Channel Crossing

3.1.3 Overdepth and Tolerances

3.1.3.1 Allowable Pay Overdepth

3.1.3.2 Side Slopes

3.1.3.3 Toe of Side Slope

3.1.3.4 Shoals

3.2 CONVEYANCE AND TRANSFER OF DREDGED MATERIALS

3.2.1 General

3.2.2 Restriction

3.2.3 Vehicular Conveyance

3.3 DISPOSAL OF DREDGED MATERIALS

3.3.1 General

3.3.1.1 Misplaced Material

3.3.2 Government-Furnished Placement Area

3.3.2.1 Location

3.3.2.2 Placement

3.4 CONTRACTOR QUALITY CONTROL

3.5 GOVERNMENT INSPECTION

3.5.1 Gauge Maintenance

3.5.2 Facilities

3.5.3 Transportation

LLH04

- 3.5.4 Compliance
- 3.6 PRIOR, AFTER AND CHECK SURVEYS
- 3.7 FINAL EXAMINATION AND ACCEPTANCE
 - 3.7.1 Examination
 - 3.7.2 Acceptance

-- End of Section Table of Contents --

SECTION 02482

DREDGING

PART 1 GENERAL

1.1 UNIT PRICES

1.1.1 Measurement

1.1.1.1 Allowable Pay Overdepth and Sideslopes

The total estimated dredging quantity shown on the Bidding Schedule includes the required depth material plus the allowable overdepth material and allowable sideslope material. The allowable pay overdepth quantity listed below is computed for the allowable overdepth prism immediately below the material required to be dredged as shown on the drawings or otherwise specified. The allowable sideslope quantity listed below is computed immediately above the payment limit line for sideslopes as shown and specified.

- a. Estimated Allowable Pay Overdepth and Sideslope Quantities in Cubic Yards.

LITTLE LAKE HARBOR

- (1) Overdepth 4,000 C.Y.
- (2) Sideslopes 2,000 C.Y.

1.1.1.2 Shoal Removal

If, before the contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished channel, because of the natural lowering of the side slopes or other natural causes, redredging at the contract unit price, within the limit of available funds, may be performed if agreed upon by both the Contractor and the Contracting Officer.

1.1.1.3 Soundings

The drawings (See CLAUSE entitled "CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS") represent the conditions existing at the time of survey, but all soundings shown thereon will be verified and corrected by soundings taken before dredging. Determination of quantities removed will be made from after dredging soundings and the calculations made therefrom to determine quantities by in-place measurement. The determination of the quantities to be paid for in the area specified, after having once been made, will not be reopened, except on evidence of collusion, fraud, or obvious error.

1.1.1.4 Volume Calculations

Within the limits of the allowable pay overdepth and side slope payment limit lines described in the Paragraph entitled "DREDGING", the total amount of materials removed and to be paid for under the contract will be measured by the cubic yard in place by computing the volume between the

bottom surface shown by new soundings made before dredging and the bottom surface shown by the soundings of a survey made as soon as practicable after the work specified has been completed. Volume computations will be made by the Government by appropriate computer program or by the average end area method, based on cross sections including, but not limited to, cross sections taken at the same locations shown on the contract drawings. The average area of two (2) successive cross sections multiplied by the distance between the cross sections will be accepted as the volume. Any quantities misplaced or not satisfactorily placed in the approved disposal area will be deducted.

1.1.1.5 Excessive Dredging

Materials taken from beyond the limits specified in Subparagraphs "Allowable Pay Overdepth" and "Side Slopes", will be excluded from the computed total amount dredged as excessive channel dredging or excessive side slope dredging and for which payment will not be made. The final determination of the amounts of excessive dredging will be based wholly on the surveys made for final examination and acceptance. (See Paragraph entitled "FINAL EXAMINATION AND ACCEPTANCE.")

1.1.1.6 Monthly Partial Payments

Monthly partial payments will be based on quantities determined by daily soundings taken by the Contractor or other means acceptable to the Contracting Officer. (See CLAUSE entitled, "QUANTITY SURVEYS.") Sounding surveys for partial payment shall be conducted in the same manner specified in the Paragraph entitled, "PRIOR, AFTER AND CHECK SURVEYS," unless otherwise authorized or directed.

1.1.1.7 Continuity of Work

Monthly partial payments will be made for work performed prior to final examination and acceptance. However, as final dredging is being performed for final examination and acceptance, no payment will be made for such final dredging work performed in any area until the depth required under the contract is secured in the whole of such area, unless prevented by ledge rock, original material, or other obstructions, which cannot be removed by the plant specified in the accepted bid, or the equivalent of such plant, without blasting or special apparatus. No payment will be made for final excavation in any area not adjacent to and in prolongation of areas where full depth has been secured, except by decision of the Contracting Officer. If a nonadjacent area is excavated to full depth during the day to day operations carried on under the contract, payment for all work therein may be deferred until the required depth has been secured in the area intervening.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation. The following shall be submitted in accordance with SECTION 01330, entitled "SUBMITTAL DESCRIPTIONS":

SD-01 Data

Sounding Equipment Description and Calibration Data

Verification that the Contractor's sounding equipment has been calibrated to correspond with the Government's sounding equipment shall be submitted

prior to commencing work. Also submit the description of the Contractor's sounding equipment and transducer frequency prior to commencing work.

Dredging, Conveyance and Disposal Plan; G-AOF

Prior to bringing equipment to the project site, submit plans of the proposed dredging, conveyance and disposal operations.

Dredging Placement Safety Plan

Prior to commencing work at the placement area, describe in detail the means and methods to be utilized to provide for the public safety at the placement area, all in accordance with the Accident Prevention Plan.

Notice of Start of Dredging

Provide ten calendar day's advance written notice of the planned start of actual dredging operations to allow the Government to schedule and perform the prior-to-dredging sounding survey work before arrival of the dredging equipment.

SD-09 Reports

Daily Report of Dredging Operation

Both sides of the report of operations form (ENG FORM 4267 or ENG FORM 27A), as appropriate to the type of work being performed, copies of which are available at Detroit District Area Offices, shall be completed and furnished daily. Each report shall contain a signed certification in the "REMARKS" space attesting that no overflow or discharge occurred from the dredging vessel(s) while dredging and while in transit from the dredging area to the unloading area. In the event an overflow or discharge occurs while dredging or while in transit, such certification shall not be made and instead an oral notification and complete written report on the incident shall be made to the Contracting Officer in shortest possible time. When appropriate and approved, quality control compliance inspections may be reported under the "REMARKS" item on the form. The Contractor shall submit an original and two (2) copies per calendar day to the Contracting Officer unless otherwise directed. An adequate supply of the report of dredging operation forms will be provided the Contractor by the Government upon request.

SD-09 Records

Sounding Records; G-AOF

A copy of the prior and after soundings shall be furnished to the Contractor.

1.3 PROJECT/SITE CONDITIONS

1.3.1 Character of Materials

Little Lake:

The material to be removed within the required limits consists of the shoaling that has occurred since the areas were last dredged in June 2003. Shoaled materials in the outer harbor consist of Sand with varying amounts of silt and intermittent concentrations of 1 to 3 inch stone. In the inner

harbor, shoaled material is predominantly cobble (3 to 12 inches). Occasional logs and stumps may be encountered throughout the harbor.

The records of previous dredging and sampling are available for inspection at the District Office of the U.S. Army Corps of Engineers, Detroit District, 477 Michigan Avenue, McNamara Building, Detroit, Michigan 48226.

1.3.2 Placement Area Conditions

The limits of the placement area is shown on the contract drawing. Dredged materials placed outside of the limits of the placement area shall be removed at no additional cost to the Government and deposited within the area approved for placement of dredged materials.

1.4 SEQUENCING AND SCHEDULING

1.4.1 Delivery of Plant and Order of Work

Prior to bringing equipment to the project site, the contractor shall submit a Dredging, Conveyance and Disposal Plan describing in detail how he plans on accomplishing the proposed work under this contract. Unless otherwise directed by the Contracting Officer, the Contractor shall accomplish the required work within the time established in CLAUSE entitled, "COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK."

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 DREDGING

Ten (10) calendar days prior to any work being performed the contractor shall provide written Notice of Start of Dredging to the Authorized Contracting Officer (A.C.O.) so that the Government can schedule and perform prior soundings. BY MECHANICAL DREDGING ONLY, the Contractor shall perform all dredging work to remove material to the required depths within the limits shown on the drawings and as specified. Any materials in the allowable overdepth prism and allowable side slopes are not required to be removed. Rocks, cobbles (3 to 12 inches diameter) and boulders (over 12 inch diameter) may be encountered near breakwaters, revetments and pier heads and shall not be removed if they are part of the harbor structures nor shall toe stones be undermined. Indicated required dredging areas within required downstream and upstream dredging limits will be revised by the Government, after obtaining the before (prior to) dredging soundings. The Contractor shall be required to suspend dredging at any time when for any reason the gauges or ranges cannot be seen or properly followed.

3.1.1 Obstructions

Should original material, and ledge rock be encountered which cannot be removed by the plant specified in the accepted bid, or equivalent plant, without blasting or special apparatus, the Contractor shall remove therefrom all overlying material within the required dredging prism which in the judgment of the Contracting Officer can be removed by the use of the plant specified in the accepted bid or equivalent plant.

3.1.2 Channel Crossing

The Contractor shall verify the location of authorized crossings. Any existing channel crossing that is damaged due to the Contractor's

operations shall be repaired by the Contractor and at its expense.

3.1.3 Overdepth and Tolerances

Two (2) drawings are enclosed in SECTION 01999 to aid in defining the requirements specified hereinafter.

3.1.3.1 Allowable Pay Overdepth

To cover inaccuracies of the dredging process, materials actually removed from within the channel lines to a depth of not more than one (1) foot below the required pay prism line will be measured and paid for at the contract unit price. However, the maximum quantity of overdepth materials to be paid for will be equivalent to that quantity present within the one (1) foot overdepth prism immediately below the required materials to be removed as determined from the prior to dredging soundings. Any dredging below the allowed one (1) foot will be considered as excessive dredging and for which payment will not be made.

3.1.3.2 Side Slopes

Materials actually removed, within limits shown on the drawings, to provide for final side slopes not flatter than one vertical (1V) on three horizontal (3H) at Little Lake Harbor, perpendicular to the channel line or dredge limit line, whichever is applicable, but not in excess of the amount originally lying above the side slope payment limit line will be calculated and paid for, whether dredged in their original location or removed by dredging a space at the bottom of the slope to accommodate the up slope materials falling into the cut. The provisions of this Subparagraph also apply to end slopes at the upstream and downstream dredging limits of the channel. However, if the Contractor elects to use the box cut method on the side slope this material will be paid for whether dredged in their original location or removed by dredging a space at the bottom of the slope to accommodate the side slope materials falling into the box cut.

3.1.3.3 Toe of Side Slope

Any materials remaining above the required pay prism line will be allowed to remain in place, but will not be paid for, provided these materials lie below the tolerance line specified hereinafter. The toe of side slope tolerance line, as shown on the cross-section drawings, is defined as a straight line through the following two (2) points and extended to the side slope line:

- a. A point on the required pay prism line located a distance from the channel line or dredge limit line, as shown on the contract drawings (shown on the enclosed drawings and contract drawings as tolerance dimension "T.D." and ;
- b. A point located at the channel line or dredge limit line, whichever is applicable, and above the required pay prism line a distance equal to the specified channel allowable pay overdepth.

3.1.3.4 Shoals

A tolerance of 0.5 feet above the required pay prism line, in the remaining channel area, will be allowed for acceptance of remaining shoal materials. The allowed shoal materials may be left in place but shall be of such

nature that they will not affect navigation, and will not be paid for unless they are removed. The remaining channel area is defined as that portion of the channel which lies between the two (2) points located on the required pay prism line for determining toe of side slope tolerance line and is shown on the enclosed drawings titled "CHANNEL SHOAL TOLERANCE" as Tolerance Area. The allowed shoaling shall not be continuous throughout the required dredging area. The limitations for individual shoals are as follows:

a. Maximum width:

Maximum width of each remaining shoal area not required to be removed shall be not more than five percent (5%) of the full project channel width or ten (10) feet, whichever is greater.

b. Longitudinal length:

Longitudinal length of each remaining shoal area not required to be removed shall be not more than twenty-five percent (25%) of the full project channel width or fifty (50) feet, whichever is greater.

c. Cumulative width:

Cumulative width of remaining individual shoals not required to be removed within the shoal area, at any channel cross section, shall be not more than twenty-five percent (25%) of the full project channel width or ten (10) feet, whichever is greater.

3.2 CONVEYANCE AND TRANSFER OF DREDGED MATERIALS

3.2.1 General

All nautical vessels, pipelines and land based transport and conveyance systems shall be operated, loaded and unloaded in such manner as to prevent overflow, spills, leaks, waste, or other loss of dredged materials between point of pick-up and point of deposition within the placement area. Hauling vessels shall have sufficient sidewall height and integrity to prevent drainage over or through the sides and bottom during hauling.

3.2.2 Restriction

The method employed by the Contractor in conveying dredged materials to the placement area shall be as approved by the Contracting Officer at all times. Temporary dumping or placement of materials outside of the placement area for subsequent rehandling into the placement area is prohibited unless otherwise approved by the Contracting Officer.

3.2.3 Vehicular Conveyance

Dredged materials that are conveyed into a Government furnished placement area via vehicle shall have leak tight cargo bodies or compartments with spill and splash preventing devices as well as necessary sidewall height. Vehicles shall not be loaded over their capacity, nor shall any loads exceed the limits of the thoroughfare over which the vehicles are operated.

If the dredged materials are transferred from vessels to vehicles by bucket type equipment or any device which may leak or spill, provisions shall be made to prevent water and materials from escaping into the waterways. In addition, the Contractor shall insure that materials that

are splashed around vehicles during loading or unloading operations are cleaned up prior to the vehicle leaving the site so as to prevent materials from being tracked on to public thoroughfares or escaping into the waterways. The Contractor shall immediately clean up any materials spilled on the public thoroughfares. In addition, the Contractor shall maintain the transfer site in a neat and orderly condition.

3.3 DISPOSAL OF DREDGED MATERIALS

3.3.1 General

Prior to placement of dredge material, the Contractor will submit a Dredging Placement Safety Plan, describing in detail the means and methods to be utilized to provide for the public safety at the placement area. The dredged materials shall be deposited within the Government-furnished placement area shown on the contract drawings. The Government-furnished placement area has sufficient capacity to contain all materials to be dredged under this contract. Placement of the dredged materials within the placement area shall be as specified and shown except as otherwise directed by the Contracting Officer. Except as otherwise authorized by the Contracting Officer in writing, no disposal shall be performed unless a representative of the Contractor for Quality Control is present at the time. The method employed by the Contractor in depositing dredged materials in the placement area shall be as approved by the Contracting Officer at all times.

3.3.1.1 Misplaced Material

Any material that is deposited elsewhere than in the places designated in this contract or approved by the Contracting Officer will not be paid for. The Contractor shall be required to remove such misplaced material at its expense and deposit it in the place designated in this contract or approved by the Contracting Officer.

3.3.2 Government-Furnished Placement Area

3.3.2.1 Location

As shown on the drawings and as specified, the dredged materials at Little Lake Harbor shall be placed in an area bounded by the Ordinary High Water Mark (O.H.W.M.) and the most landward eight (8) foot depth contour and limits as shown on the contract drawing. Within these limits the dredged materials shall be evenly distributed along the entire length of the placement area, starting 500 feet east of the harbor and extending 2,800 feet northerly, parallel to the Lake Superior shoreline.

3.3.2.2 Placement

Placing of dredged materials within the placement area shall be as specified herein. The Contractor shall place the dredged material not to exceed the maximum elevation as allowed by this contract. The maximum elevation of deposited materials shall not exceed two (2) feet above L.W.D. The Contractor shall not place dredged materials in more than eight (8) feet of actual water depth. At no time shall materials be deposited landward of the point at which the O.H.W.M., intersects the ground. Drainage shall be maintained lake ward across the placed dredged materials at all times. The materials shall be placed in such a manner which will not block or interfere with natural or constructed drainage ways into the lake. During placement the Contractor shall prevent erosion and

disturbance of existing shoreline sediments. If shore ice is present during placement operations, dredged materials shall be placed directly upon the ice within the required limits.

3.4 CONTRACTOR QUALITY CONTROL

The Contractor shall establish and maintain a quality control system for dredging and placement operations to assure compliance with the contract requirements and provide a Daily Report of Dredging Operations by completing the appropriate form and completing all inspections of items under this system, including, but not limited to, the following:

- a. Layout of work, and placement areas.
- b. Proper dredging depths and placement heights.
- c. Conveyance and placement operations.
- d. Removal of misplaced material.
- e. Safety requirements.

3.5 GOVERNMENT INSPECTION

3.5.1 Gauge Maintenance

The Contractor shall maintain its gauges, ranges, location marks and limit marks in proper order and position. The presence of a Government inspector shall not relieve the Contractor of its responsibility for the proper execution of the work in accordance with the specifications and drawings.

3.5.2 Facilities

The Contractor shall furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boat operators, laborers and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting the work. However, the Contractor will not be required to furnish such facilities for the surveys prescribed in the Paragraph "FINAL EXAMINATION AND ACCEPTANCE."

3.5.3 Transportation

The Contractor shall furnish, on the request of the Contracting Officer or any inspector, suitable transportation from designated points on shore to and from the various pieces of off-shore plant and off-shore placement areas.

3.5.4 Compliance

Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor.

3.6 PRIOR, AFTER AND CHECK SURVEYS

Prior, after and check surveys will be made by sonic sounding methods. The Government will make prior and after surveys and may make check surveys. The Contractor shall make check surveys. Additional soundings will be taken

as the Contracting Officer may deem necessary. Only one (1) prior survey will be made for the project, by the Government. If additional prior surveys are required, due to the Contractor's operations, the cost of such surveys shall be paid by the Contractor. The cost of such surveys shall be the same as specified in the Paragraph entitled, "FINAL EXAMINATION AND ACCEPTANCE.

3.7 FINAL EXAMINATION AND ACCEPTANCE

3.7.1 Examination

As soon as practicable after the completion of the entire work or any section thereof (if the work is divided into sections) as in the opinion of the Contracting Officer will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding or by sweeping, or both, as determined by the Contracting Officer. Should any shoals, lumps or other lack of contract depth be disclosed by this examination, the Contractor is required to remove same by dragging the bottom or by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoals may be waived at the discretion of the Contracting Officer. The Contractor or its authorized representative will be notified when soundings and/or sweepings are to be made, and will be permitted to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than two (2) sounding or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping, the cost of such third and any subsequent sounding or sweeping operations will be charged against the Contractor at the rate of \$2,500 per calendar day in which the Government plant is engaged in sounding or sweeping and/or is en route to or from the site or held at or near the said site for such operations.

3.7.2 Acceptance

Final acceptance of the whole or part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

END