



Contractor's Guide to Contract Administration



US Army Corps of Engineers
Sacramento District – Sacramento Resident Office
July 2002

Contractor's Guide to Contract Administration

CHECKLIST			
REFERENCE / ITEM	NO. OF COPIES	TIME OF SUBMISSION	PAGE #
1. Correspondence	Original + 3		7
2. "Insurance"			8
a. Prime Contractor	1	Prior to commencement of work	8
b. Subcontractor (all tiers)		Maintained by Prime	8
c. Renewals of Insurance	1		8
3. Accident Prevention			9
a. Safety Plan	4	Prior to Pre Work Safety Conference	9
b. Safety Exposure Report	2	Submitted at time of pay request	9
c. Hazard Analysis	3	48 hours Prior to start of each phase of work	9
d. Weekly Toolbox Mtg. Report	3	Weekly	9
e. Monthly Supervisor. Safety Mtg.	3	Monthly	9
4. Schedule for Construction Contracts			11
a. Progress Charts	Original + 1	Within 5 days after starting work	11
b. Updated Charts	3	Each month with request for progress payments	11
5. Payrolls and Basic Records			10
a. Payroll with DD form 879	1 cy with ea payroll	7 days after payroll date	10
b. SF 1413	1 cy ea subcontractor	14 days after subcontractor award	10
c. Owner/Operator Certificates		Weekly	10
6. Material and Workmanship			
a. Submittal Register	As specified	As specified	21
b. Submittals (Eng Form 4025)	As specified	Per approved register	33

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7. Quality Control System			
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REFERENCE / ITEM	NO. OF COPIES	TIME OF SUBMISSION	
c. 3-Phase Outlines/Reports	2	Prior to starting new phase of work	52
d. Test Reports	3	Within 48 hours after test	52
e. Materials Test Summary	4	Prior to starting work	52
8. Environmental Protection			
a. Environmental Plan	4	Prior to starting work	7
9. Request for Progress Payment	3	1 st of each Month with "BIG FIVE"	55
CESPK From 38	1	Attached to request for Progress Payment	55
10. As-Built Drawings	2	Compact Disks	56
	1	Reproducible Copy	56
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11. Record Specifications	1	On same CD with drawings including addenda, change orders, mark-up variations	56

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PURPOSE AND SCOPE

1. The Contractor's rights and obligations under the contract are contained in the conditions and clauses of the contract. Strict compliance with all conditions and clauses is required and will be enforced by the Contracting Officer.
2. The purpose of this guide is to assist the Contractor in the administration of the contract.
3. The comments are explanatory only and are not intended to supersede or modify the contract. It is the responsibility of the Contractor to comply with all requirements of the contract.
4. Use of this guide is not mandatory. However, failure to use this guide will necessarily cause confusion in contract administration, and the Government cannot be held responsible for any such delays.
5. All contracts include Specification Section 01312, Quality Control System (QCS) and/or Section 01451 Contractor Quality Control specifying the use of the Quality Control System (QCS) software. The Quality Control System (QCS) was developed to assist the contractor in providing contract-required data to the Corps of Engineers. Furthermore, by taking advantage of the monitoring and reporting aspects of this program, the contractor can perform quality control activities more consistently and within the requirements of the contract specifications. The Resident Engineer's Office will provide the successful contractor access to the latest QCS Software and User Manual and Training Guide to include:
 - How the User Manual and Training Guide are designed
 - What hardware and software you need
 - How to install and run the QCS program
 - How to view and print reports

PRECONSTRUCTION CONFERENCE

1. The Resident Engineer is also assigned as Administrative Contracting Officer, and is hereafter referred to as the ACO. The Contractor will also be notified as to the name of the Contracting Officer's Representative (COR). These people make decisions based on the contract drawings and specifications but do not have the authority to change the contract.
2. After award of the contract, a preconstruction conference will be arranged by the ACO between responsible personnel of the Contractor, Resident Engineer, District Office, and if appropriate, the Using Agency. At this conference, the Contractor will be familiarized with Corps of Engineers procedures and lines of authority for contractual, administrative,

and construction matters. After this conference the contractor is required to submit details of their Accident Prevention Plan, Quality Control Plan, and Environmental Plans. These plans will be reviewed and discussed in detail at a Coordination Conference between the Resident Engineers, Contractor, and Installation Engineer's staff.

3. One CD containing award set of contract specifications, drawings, amendments and CAD files will be provided at the time of the meeting. All required copies will be the Contractor's responsibility.
4. The Contract Clause title, "UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS," requires that the Contractor assume an affirmative obligation with respect to subcontracting with small business and small business concerns owned and controlled by socially and economically disadvantaged individuals. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the U.S. Small Business Administration, the Contracting Officer, or his Administrative Contracting Officer, as necessary to determine the extent of the Contractor's compliance with this clause.

CORRESPONDENCE

1. 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".
2. Correspondence should be addressed to the Administrative Contracting Officer and must reference the contract number involved, not the IFB number (solicitation number).
3. Correspondence from the Contractor may be addressed directly to the Contracting Officer. However, in those unusual circumstances when the Contracting Officer is addressed directly, the correspondence shall go through, or a copy shall be furnished to the Administrative Contracting Officer (Resident Engineer).
4. Correspondence shall be submitted with the original + 3 copies. FAX copies will not be considered official correspondence nor will they count toward meeting the number of copies required above.
5. Important oral instructions or decisions given by the ACO will be confirmed in writing. Similarly, the Contractor should confirm in writing any important communication made to the ACO. This includes all requests for information and corresponding answers from the ACO.

SUPERINTENDENCE

Inasmuch as the Government's contractual relationship is confined to the Prime Contractor, it is imperative that the Prime Contractor be represented on the jobsite during all working hours either in person or by a fully qualified superintendent authorized and empowered to act in all matters pertaining to the contract. Accordingly, the Contractor, before or immediately upon the start of the work, will by letter inform the ACO if this work is to be personally supervised, or alternately, name the superintendent empowered to act for him or her in matters affecting the contract. The letter shall contain a list with the name(s), address and phone number(s) for all person so empowered, and to the extent of their authority. Contractor Information shall be entered into the QCS database and submitted within 14 calendar days of receipt of the QCS Software from the Government. Reference QCS User Guide pages 2-10 through 2-13.

SUBCONTRACTORS

1. The Prime Contractor is responsible for the control and coordination of subcontractors. Neither the Contracting Officer, ACO nor any member of their staff will issue instructions directly to Subcontractors. It is for this reason, as well as others, that emphasis is placed upon the necessity of the Contractor's representative being present on the jobsite during all working hours.
2. Attention is specifically invited to certain contractual obligations under the Contract Clause, "SUBCONTRACTS", which provides that the Contractor agrees to insert certain labor provisions in all subcontracts.
3. Subcontractor information shall be entered into the QCS database and submitted within 14 calendar days of receipt of the QCS software from the Government. It shall include the name, trade, address, phone numbers, and other required information. 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. Reference QCS User Guide Pages 2-14 through 2-16.

INSURANCE

The Contractor shall submit to the Contracting Officer, prior to commencement of work, evidence that the Contractor has current General Liability and Automobile Liability Insurance, as well as Workmen's Compensation or Employer's Liability Insurance, as required by the contract. IN ADDITION, unless the Contractor's insurance coverage specifically includes all Subcontractors, each Subcontractor (all tiers) performing work on the jobsite must submit evidence of insurance coverage to the Prime Contractor in the amounts required by the contract. Evidence of Subcontractor's Insurance will be made available to the Contracting Officer Representative upon request and shall be entered into the QCS database and submitted within 14 calendar days of receipt of the QCS software. Reference QCS User Guide Pages 2-16 through 2-17.

ACCIDENT PREVENTION AND ACCIDENT REPORTING

1. Accident Prevention Planning.

- a. The Contract Clause, "ACCIDENT PREVENTION", requires a written safety plan be submitted before scheduling the Coordination Conference and starting work. This plan must follow guidance set forth in EM 385-1-1 and reflect results of your detailed study of the contract plans and specifications, and your careful inspection and evaluation of the work site. The plan must specifically identify the potential jobsite accident hazards, and protect personnel and property at the jobsite. The completed plan shall be signed by the Contractor and forwarded in quadruplicate to the ACO who will review it and arrange for an Accident Prevention Plan Coordination Conference.
- b. The purpose of the Coordination Conference is to review the plan for completeness and compliance with the contract safety standards, and to ultimately provide a workable safety program for the project. At that conference, the plan will be discussed; safety ideas exchanged, and mutual agreements reached with the Contractor's safety representative so that work can commence.
- c. Additional copies of EM 385-1-1, Safety and Health Requirements Manual, may be obtained from the Contracting Officer's Representative. The Contractor's attention is also directed to the "Safety Inspection Checklist for Construction Equipment". Completed forms shall be forwarded in two (2) copies.

2. Accident Reporting.

- a. Corps of Engineers Pamphlet CESPDP P 285-1-3 "Accident Investigation Reporting Guide for Supervising Personnel", outlining the accident reporting procedure for reportable accident will be furnished for guidance for meeting contract requirements. Form ENG 3394 shall be used to record all "reportable mishaps".
- b. On all contract operations, the Prime Contractor shall be responsible for recording and reporting all accident exposures and experienced incidents at work. (This includes exposure and experience of the Prime Contractor and Subcontractors.) As a minimum, these records shall include exposure work-hours and a log of occupational injuries and illnesses. OSHA Form 200 (EXHIBITS 14 thru 14C) will be provided or the Contractor may use the state/federal equivalent.
- c. A report listing hours actually worked on the jobsite by employees of the Contractor, Subcontractors, suppliers, etc., shall be submitted monthly with payment request on SESPD Form 94-R "Safety Exposure Report", (Exhibit 10). The total shown in boxes labeled "Man Hours" will include the man-hours of

Contractor, Subcontractor (all tiers) and suppliers. It is mandatory that the CESP Form be submitted with zeros added if no work is performed during the reporting period.

LABOR CLAUSES

1. The Labor Standards Clauses, which form a part of this contract, are based on the following statutes and regulation: Davis-Bacon Act; Contract Work Hours and Safety Standards Act – Overtime Compensation; Copeland (“Anti-Kickback”) Act; and Pars 3 and 5 of the Secretary of Labor’s Regulations; and also Executive Order 11246 (Equal Employment Opportunity), as amended by Executive Order 11375.
2. A copy of all payrolls shall be submitted **weekly** to the Resident Office. Payrolls must address how fringe benefits are paid to employees, whether in a trust fund, directly to employees, etc. The Prime Contractor is responsible for submission of Subcontractor’s payroll. DD Form 879, STATEMENT OF COMPLIANCE, (EXHIBIT 5), must accompany each payroll, unless the statement of compliance is included in the payroll form. The Corps of Engineers’ Construction Inspectors and Engineers will conduct employee interview for comparison with Contractor submitted data.
3. Payrolls must reflect job classification (i.e., electrician, carpenter, etc.) of each employee along with the Area; and if laborer, which Group. If an employee is an apprentice, proof of apprenticeship is required or it will be assumed that the employee is a journeyman and must be paid journeyman wage rates.
4. Subcontract (Labor Standards)
 - a. The Contractor or Subcontractor shall insert in any subcontracts the clause entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act – Overtime Compensation, Apprentices and Trainee’s Payrolls and Basic Records, Compliance with Copeland Act Requirements, withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, compliance with Davis-Bacon and Related Act Regulations, and certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions require, and also a clause requiring Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with all the contract clauses cited in this paragraph.
 - b. Within 14 days after award of this contract, the Contractor shall deliver to the Contracting Officer a complete Statement and Acknowledgement Form (SF 1413 for each subcontract, including the Subcontractor’s signed and dated acknowledgment that the clauses set forth in paragraph a above have been included in the subcontract. Contractor Information shall be entered into the QCS database and submitted within 14 calendar days of receipt of the QCS Software from the Government. Reference QCS User Guide page 2-17. Within 14 days after award of any subsequently awarded subcontract the Contractor shall deliver

to the Contracting Officer an updated completed SF 1413 for such additional subcontract. New subcontractor data shall be entered into the QCS Software database at the same time the SF 1413 is prepared.

5. The following items shall be posted at the site of the work prior to the start of work and remain posted until work is completed:
 - a. WH Publication 1321 with copies of wage determination.
 - b. Equal Employment Opportunity Posters
 - c. List of Wage Rates.
 - d. Safety and Health Protection on the Job (for appropriate state).
 - e. The BBP Safety Supervisors Ready Reference Chart (not mandatory).
6. Representatives of the Department of Labor, Corps of Engineers, and Defense Contract Administration Service will have access to the work site and the Contractors' employees for purposes of administering the labor statues and regulations, and also the Executive Orders.
7. Required forms will be furnished at the preconstruction conference.

PROGRESS CHARTS

1. The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts". Or Section 01320 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 01320 PROJECT SCHEDULE). The updated schedule data shall be included with each pay request submitted by the Contractor."



2. The schedule will show the order in which the contractor proposed to do the work, the start date on the salient features (including procurement of materials, plant and equipment) and contemplated dates for completing the same. Contractor submissions shall follow the direction of the Contracting Officer regarding reasonable activity durations. Reasonable durations are those that allow the progress of to be accurately determined between payment periods (**usually less than 2 percent of all non-procurement activities' original duration should be greater than 20 work days**). Tasks related to the procurement of long lead materials or equipment shall be included

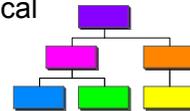
as separate activities in the project schedule. Long lead materials and equipment are those materials that have a procurement cycle of over 90 days. Examples of key procurement activities include, but are not limited to: shop drawing submittals/approvals or review/and fabrication/delivery. The schedule shall be in the form of a progress chart or NAS as required by the Contract Clause "SCHEDULE FOR CONSTRUCTION CONTRACTS," or Specification Section 01320 CONTRACTOR PREPARED NETWORK ANALYSIS SYSTEM (NAS) – PROJECT SCHEDULE of this contract. Progress charts shall show dollar amounts for various phases of work that directly relate to those items on the payment estimate. 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. Forms will be furnished at the Preconstruction Conference.

3. Guide specification 01320 covers the requirements for the preparation and maintenance of the project schedule. Selection of the optional requirements in the specification should have been coordinated to ensure the schedule requirements are appropriate for the complexity of the work.

Paragraph 3.1, General Requirements, states:

"Pursuant to the Contract Clause, SCHEDULE FOR CONSTRUCTION CONTRACTS, a Project Schedule as described below shall be prepared. The scheduling of construction shall be the responsibility of the contractor... The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments."

Paragraph 3.3.1, Use of the Critical Path Method, states: "The Critical Path Method (CPM) of network calculation shall be used to generate the Project Schedule. The Contractor shall provide the Project Schedule in the Precedence Diagram Method (PDM)."



COST BREAKDOWN AND PAYMENT ESTIMATE

1. 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 a 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). A signed paper copy of the approved payment request is also required which shall govern in the event of discrepancy with the electronic version. The contract payment request worksheet shall be completed not later than the 27th of each month. The formal payment request, electronic file and supporting documentation shall be completed by the 5th of each month. Payment request shall be accompanied by FORM "Prompt Payment Certification Under Fixed-Price Construction Contracts", EXHIBIT 2.

Prior to submitting any progress payment, verify that all finances are balanced. This includes CLIN's and Payment Activities.
2. The QCS program allows the contractor to submit progress payments with the exchange of data electronically with the government. The actual exchange process and complete details of preparing and submitting payment requests are covered in detail in Chapter 6 of the QCS User Manual.
3. Payment for any change order work will not be made until a contract modification has been issued, signed by the Contractor and by the Government. Modification work shall be separate from the original contract work as a subtotal that revises an existing CLIN or adds a new CLIN. Description and number shall itemize each modification so the dollar amount and percentage complete can be identified. The request for proposal for each modification will include a request for the contractor to submit a new schedule activity (name and number) to be negotiated along with cost and time if warranted. Submission of proof of time extension shall be based upon a subnet/fragnet of work activities, revised activity logic, duration, and costs is required for any time extension approvals. Upon approval and signature of the Contract Modification the Contractor will receive a data file containing revised or new CLINs. The contractor will attach the new pay activity to the appropriate CLIN and submit a QCS Export File in accordance with the instructions contained in the QCS User Manual.

SUBMITTALS

Various portions of your contract require you to forward submittals and submittal registers to the Corps of Engineers. Submittal registers are listing of submittals together with the identifying numbers, dates, etc., that among other purposes, are for you to schedule your review, submission and procurement dates with your planned progress scheduling.

Reference Documents:

1. Engineering Regulation ER 415-1-10, Contractor Submittal Procedures
2. Engineering Regulation ER 1180-1-6, Construction Quality Management
3. Guide Specification 01330, Submittal Procedures

Submittals are a Contract Requirement

The Contractor is required to furnish a specified quality of construction, including materials and equipment to be incorporated in the work. Control of the quality of materials and equipment require timely review, testing, or other evaluation. All required submittals must be made in time to allow for evaluation, approval, procurement, and delivery prior to the preparatory control phase and before the item is needed in the construction process. The primary responsibility for the overall management and control of contractor submittals lies with the **Prime Contractor**. Monitoring of the Contractor's quality management control to assure that submittals are timely, appropriately certified, and in compliance with the contract is the responsibility of the **Government**.

While the submittal process can be time consuming for both Contractor and Government technical and administrative personnel and can significantly affect the construction schedule, procurement, placement, testing, and transfer procedures, it is critical to the success of both the quality control and quality assurance processes. As such, its scope must be carefully thought out during the design process and submittal requirements tailored to trim-fit the specific job. Because submittal approval must be timely to allow procurement and delivery of materials or equipment prior to the preparatory inspection (P/I) phase of the 3-step inspection process, the number and type of submittals required by the contract should be kept to the minimum amount sufficient to assure the specified construction quality is achieved.

From a contractual standpoint, all required submittals are "important". However, some are more critical to quality management than others, particularly extensions of design, deviations, and those involving critical materials or equipment, which must be compatible with an entire system. By regulation and policy, these critical submittals require Government approval. Review for Government approval can involve construction field and District Office, District engineering division, and design Architect-Engineer personnel. Submittals of a less critical nature are usually approved by the contractor and submitted to the Government "**For Information Only**" (FIO). As a quality assurance measure, regulations require Government review of a percentage (10%) of all Contractor approved **FIO** submittals.



Submittals that require Government Approval

Submittals that should always require Government Approval are: (Examples provided are not all inclusive and are used only for illustration purposes.)

Extensions of Design

Examples:

1. Fire Alarm Systems
2. Fire Sprinkler Systems
3. Prefabricated Buildings
4. Structural Steel Drawings
5. Standing Seam Metal Roof Drawings
6. Coordination Studies such as short circuit analysis

Critical Materials

Materials that must meet specific quality performance standards.

Examples:

1. Coatings for Cathodic protection of storage tanks
2. High-pressure piping and controls
3. Acid and Hazardous Waste Systems
4. Architectural Finishes for Customer Approval

Deviations.

Any submittal by the construction Contractor that varies from the construction contract specifications.

O&M Manuals

Including those involving equipment that must be checked for compatibility with the entire system.

Examples:

1. Sewage Treatment Systems
2. Water Purification Plants
3. Energy Management Control Systems
4. Intrusion Detection Systems
5. Power Generation and Distribution Systems

A Mechanical Engineer assigned as a District support staff provided the following scenario about the difference between an **FIO** and a **GA** submittal. It seems to hit the head on the nail, and is worth sharing:



Recently, I found myself in the middle of a heated discussion concerning a For Information Only, FIO, submittal.

The contractor felt the government reviewer had imposed additional and unreasonable requirements on an FIO submittal, after all, it was for information only. *Why was the reviewer requesting more information? Why was the submittal rejected as incomplete and returned?*

A great question! What is the difference between an FIO submittal and a Government Approved, GA, submittal?

The only difference that I could think of was payment. The GA submittal requires an approved action code by the government before we will accept an invoice for payment. After an FIO submittal receives an approved action code from the Contractor Quality Control staff and it is submitted to the government, the contractor can invoice the government in the next pay request without waiting for any further action by the government.

Reviewing section 01330, Submittals, paragraph 3.1, the information required in the submittal does not vary from a GA to an FIO submittal. The information requirements are not dependent upon who is doing the review and approval. The FIO and GA designation refers to only the approval sequence of the submittal.

In the above event, the government reviewer was correct in requiring the Contractor to provide additional information per the appropriate SD and rejecting the submittal as incomplete.

During our review of FIO submittals, 10% of all FIO submitted for a project, we should not expect to see a lesser-detailed submittal nor should we accept a lesser-detailed submittal.

Emmanuel J. Molina, CESPLCO-CS

SpecsIntact

(Specifications-Kept-Intact) Specification Production System

The National Aeronautics and Space Administration (NASA) developed this program over a period of years; by the Construction Criteria Base (CCB) system, which was developed by the National Institute of Building Sciences (NIBS); by the cooperative efforts of the military services; and by the Internet.

The use of SpecsIntact in both Military and Civil construction contracts is mandatory, as established within Engineering Regulation **ER 1110-2-1201** and CEMP-EA (1110) Memorandum of 14 April 1997, for all FY00 and future projects. This policy has been incorporated into **ER 1110-345-700**, "**Drawings, Design Analysis, and Specifications**".

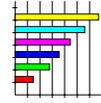
For those that may need assistance with SpecsIntact, the **Kennedy Space Center (KSC)** maintains a web site at URL <http://si.ksc.nasa.gov/specsintact/> to accept user feedback and to provide access to the latest software releases, the on-line User Guide, and other current news. Additionally, CECW-EP has arranged for on-site SpecsIntact training if requested, and the Prospect Course 185, **Specification Writing for Construction Contracts**, includes four hours of SpecsIntact job processing and editor instruction.

The Corps of Engineers uses a section numbering system based on the CSI MasterFormat; and uses a uniform section format based on the CSI Manual of Practice and the SpecsIntact system. The Corps of Engineers Guide Specifications is designed to be used with SpecsIntact. It is a personal computer-based system for the production of project specifications. SpecsIntact is designed to assemble project specifications from one or more guide specification databases (Masters), from other projects, or from sections written specifically for the project. When our contract specifications are generated in SpecsIntact they can be directly imported into RMS in the format of the ENG Form 4288, **Submittal Register**, and then exported into the QCS program. A future enhancement will afford the ability to import from SpecsIntact directly into QCS. This will be especially important for Design-Build contracts.

Government Responsibilities (ER 415-1-10)

The designer will prepare a list of submittals required for each contract. This list must be very specific to allow the construction Contractor to know exactly what is required to be submitted. This list will be prepared electronically on ENG Form 4288-R (**Submittal Register**) and will be limited to columns "d" thru "o". This list will be provided in hard copy and on computer diskette, which is compatible with the QCS and RMS software. Prior to advertisement, construction and engineering elements jointly determine what submittals require Government Approval (GA) and what submittals are designated For Information Only (FIO). This is noted in columns "p" and "q" on the ENG Form 4288-R. Column "r" is used to designate the reviewer. The information on ENG Form 4288-R is usually incorporated into the specifications prior to advertisement. However, for Design-Build contracts, the Contractor is required to produce this document.

1. The Government COR (Contracting Officer Representative) will review the Contractor's submittal control document for compliance to the contract, and to assure that all required submittal schedules, review time, and procurement lead times are reasonable. In addition, the document shall be checked against the **Network Analysis System** or other approved construction schedule.



Good News Scenario: Contractor reflects that he is 30-days AHEAD OF SCHEDULE.

Bad News Scenario: The Contract Submittals may very well be BEHIND SCHEDULE by the same time.

Solution: If work or progress is being accelerated for any reason, including Contractor efficiency, the submittal process must also be accelerated.

2. The master copy of the control document is usually maintained in the Area/Resident Office. Control at this level is necessary to ensure effective management of the Contractor and timely response by the Government. It is essential that a complete record of all action dates be maintained and that the document reflect current information for each contract. It is important that certifications required after completion of construction, like roofing systems and underground heat distribution systems, be monitored and obtained at the appropriate times. The Area/Resident Engineer should monitor progress at all times and take appropriate action for any delay. Examples of appropriate actions for Contractor caused delays include letters advising of delinquency, retainage for unsatisfactory progress, and nonpayment for unapproved materials.

Submittal Processes

Now that we understand way more than we will probably need to know, let's look at how to use QCS for control of Submittals.

Contract Setup

During the setup of a contract, the Government will typically load the ENG Form 4288, Submittal Register, into RMS and it would be exported to the QCS program upon award of the contract. The register is best imported directly from SpecsIntact, as explained earlier. In the case of a Design-Build contract, the Contractor will eventually be able to import the register directly from SpecsIntact. At this time, it can be loaded manually into QCS. A contract may have an

unlimited number of submittal registers, and this is determined by the contract itself. The setup for determining the number of registers is part of the RMS program and would be exported to the QCS program.

This screen reflects a listing of submittal items from the QCS program. It is accessed from the **CONTRACT MENU /ADMINISTRATION / SUBMITTAL REGISTER**, as shown below.

Contract Menu - [L2000014] DACAO5-01-C-0015 NA Air Traffic Control Tower

File Help

Home Administration Quality Control Import/Export Overview Reports

Administration - Submittal Register

Contract Description
Action Items
Prime Contractor
Subcontractors
Contractor Insurance
Contractor Payrolls
Pay Activities
Progress Payments
Specification Sections
Submittal Register
Transmittal Log

Section	Item No.	Description	SD No.	Date In	QC Code	Date Out	QA Code
01452	1	Special Inspector	07	02/21/2002	A	02/21/2002	A
01452	2	Quality Assurance Plan	07	02/21/2002	A	02/21/2002	A
01740	1	Item Covered by Submittal	12				
02220	1	Work Plan	03				
02230	1	Material To Dispose	14	01/18/2002	A	01/22/2002	A
02300	1	Field Testing Control	74	01/18/2002	A	01/22/2002	A
02315	1	FIELD TESTING CONTROL	74	01/18/2002	A	01/22/2002	A
02315	2	Satisfactory Material	74	01/18/2002	A	01/22/2002	A
02315	3	Select Material	74	01/18/2002	A	01/22/2002	A
02316	1	Field Testing Control	74	01/18/2002	A	01/22/2002	A
02316	2	Initial Backfill Materials	74	01/18/2002	A	01/22/2002	A
02490	1	Equipment	75	10/11/2001		10/29/2001	A
02490	2	Installation of Anchors	04	11/30/2001		11/30/2001	B

Transmittal History

Transmittal Number	Variation	Date In	QC Code	Date Out	QA Code
01452-1	<input type="checkbox"/>	02/21/2002	A	02/21/2002	

Only after our Submittal register(s) is setup, will we be able to begin tracking the actual *Submittals* and *Transmittals* for our contract.



Submittal Requirements

If the Government, via the RMS program, has the SpecsIntact import, you are finished with the setup and the register may be viewed immediately. However, you still may want to make manual entries, or even the complete register entry, so we will explore that process next.

Contractor's Guide to Contract Administration

SUBMITTAL REGISTER (ER 415-1-10)				TITLE AND LOCATION		DATE										
				CONTRACTOR		CONTRACT NUMBER										
				Sun Eagle Corporation		DACA09-97-C-0052										
ACTIVITY NUMBER	TRANSMITTAL NUMBER	ITEM NUMBER	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF SUBMITTAL	TYPE OF SUBMITTAL	CLASSIFICATION		REVIEWER	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION		GOVERNMENT ACTION		
						INFO ONLY	GOVT APPR		SUBMIT NEEDED BY	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	SUBMIT TO CORPS	CODE	DATE	
SECTION - 00200 Bid/Proposal Form																
	3	1	00200			X		Eric G Holland								29 Jul 98
SECTION - 00300 Subcontractor List																
		1	00300			X										
SECTION - 16721 Fire Detection and Alarm System																
P570		1	16721 3.6	Fire Alarm Control Panel	Data	X		Fred Freeman								

Example Register – ENG Form 4288

Manually Adding Submittal Items to the Register

We begin the process by selecting **ADMINISTRATION** and highlighting the **Submittal Register** and pushing the **ADD** button, as shown below.

The screenshot shows the 'Administration - Submittal Register' window. The top toolbar contains buttons for 'Add', 'Edit', 'Delete', and 'Find'. A red arrow points to the 'Add' button. The main area displays a table of submittal items:

Section	Item No.	Description	SD No.	Date In	QC Code	Date Out	QA Code
01452	1	Special Inspector	07	02/21/2002	A	02/21/2002	A
01452	2	Quality Assurance Plan	07	02/21/2002	A	02/21/2002	A
01740	1	Item Covered by Submittal	12				
02220	1	Work Plan	03				
02230	1	Material To Dispose	14	01/18/2002	A	01/22/2002	A
02300	1	Field Testing Control	74	01/18/2002	A	01/22/2002	A
02315	1	FIELD TESTING CONTROL	74	01/18/2002	A	01/22/2002	A
02315	2	Satisfactory Material	74	01/18/2002	A	01/22/2002	A
02315	3	Select Material	74	01/18/2002	A	01/22/2002	A
02316	1	Field Testing Control	74	01/18/2002	A	01/22/2002	A
02316	2	Initial Backfill Materials	74	01/18/2002	A	01/22/2002	A
02490	1	Equipment	75	10/11/2001		10/29/2001	A
02490	2	Installation of Anchors	04	11/30/2001		11/30/2001	B

Below the main table is a 'Transmittal History' section with an 'Edit' button and a table:

Transmittal Number	Variation	Date In	QC Code	Date Out	QA Code
01452-1	<input type="checkbox"/>	02/21/2002	A	02/21/2002	A

Submittal Item Screen

The screenshot shows the 'Submittal Item' window with the following fields:

- Section: 01452
- Item: 5
- Description: Inspection Parameters
- Paragraph: 13
- Drawing: S-11
- Submittal Type: 05 ... DESIGN DATA

The 'Approval Requirement' section has radio buttons for 'For Information Only' (selected) and 'Government Approval'. The 'Primary Contractor Reviewer' field contains 'fred johnson'. The 'Primary Government Reviewer' field is empty, with an 'Office' dropdown set to 'RO'.

The 'Submittal Schedule' section has 'Required For Activity' set to 'CR01009 ... LINEAR METAL SOFFIT'. Below this is a checkbox for 'Compute Submittal Need Dates based on Activity Schedule.'.

The 'Lookup' dialog box is open, showing a table of sections:

Section	Description
00100	Instruction To Bidders
00200	Bid/Proposal Form
00250	Construction Agreement
00300	Subcontractor List
00350	DBE Utilization Report
00400	Representations/Certifications/Statement
00450	Davis Bacon Wage Rates
00500	Instruction To Bidders
00600	Supplemental Instructions to Bidders
00700	Contract Clauses
00800	Special Clauses

The 'OK' button in the Lookup dialog is highlighted with a red arrow.

Use the lookup, or manually type in the **Section** number of the **Submittal Item**. QCS will automatically assign the next available **Item** number for that **Section**, but it can be changed if needed.

Push the **OK** button when completed.

You are now ready to begin entering the specific details and requirements of the submittal item.

Submittal Details and Requirements

Submittal Requirements Window

The screenshot shows the 'Submittal Item' window with the following fields and callouts:

- A** points to the 'Section' field (01452) and 'Item' field (5).
- B** points to the 'Paragraph' field (13).
- C** points to the 'Description' field (Inspection Parameters).
- D** points to the 'Drawing' field (S-11).
- E** points to the 'Required For Activity' field (CR01009) and 'LINEAR METAL'.

Other visible fields include: 'Submittal Type' (05), 'DESIGN DATA', 'Approval Requirement' (FID / GA, For Informatic, Government Approval), 'Primary Contractor Reviewer' (fred johnson), 'Primary Government Reviewer', 'Office' (RO), 'Government Review Period' (35 Days), 'Material Procurement Period' (14 Days), and 'Material Delivery Lag/Lead ±' (-21 Days).

A After the **Section** and **Item** numbers are inserted, and you leave this first screen, they cannot be changed. (If it is incorrect, you will need to delete it and re-enter before proceeding further.)

B The **Paragraph** number is entered from the *Specification Section* paragraph that references the details of this particular submittal item.



It is highly recommended that the paragraph number be taken from within the body of the specification section that gives the *detailed requirements* of the item. The paragraph number from the front of the section that simply requires the item to be submitted is actually of little use for our purposes of administering the contract.

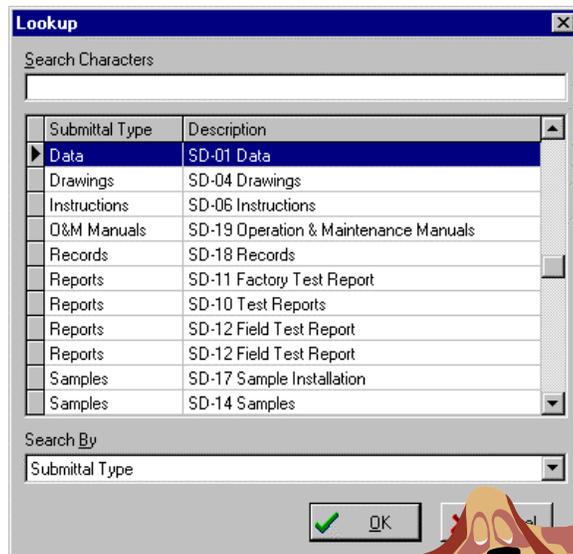
C The **Description** of the item should clearly convey what it is that is being submitted. It is best not to abbreviate unless it just makes sense to do so. The **Description** will appear on many of the Forms and Reports throughout the QCS and RMS programs.

D The **Drawing** number is the sheet number from the *Contract Drawings* where the item being submitted may be located or referenced (e.g., Sheet C-3A).

E The **Submittal Type** conveys the nineteen (19) *Submittal Descriptions* (SD) that are part of the SpecsIntact program. There are ten submittal descriptions used on Corps of Engineers' contracts and the Department of the Navy uses nine. When Navy guide specifications are used in a Corps contract, conversions are necessary.

Corps of Engineers Submittal Descriptions:

- **SD-01 = Data** - Submittals which provide calculations, descriptions, or documentation regarding the work.
- **SD-04 = Drawings** - Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.
- **SD-06 = Instructions** – Preprinted material describing installation of a product, system or material, including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.
- **SD-07 = Schedules** – Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.
- **SD-08 = Statements** – A document, required of the Contractor, or through the Contractor, from a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verifications of quality.
- **SD-09 = Reports** – Reports of inspections or tests, including analysis and interpretation of test results.
- **SD-13 = Certificates** – Statement signed by an official authorized to certify on behalf of the manufacturer of a product, system or material, attesting that the product,



Submittal Type	Description
Data	SD-01 Data
Drawings	SD-04 Drawings
Instructions	SD-06 Instructions
O&M Manuals	SD-19 Operation & Maintenance Manuals
Records	SD-18 Records
Reports	SD-11 Factory Test Report
Reports	SD-10 Test Reports
Reports	SD-12 Field Test Report
Reports	SD-12 Field Test Report
Samples	SD-17 Sample Installation
Samples	SD-14 Samples



system or material meets specified requirements. The statement must be dated after the award of the contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements, which are being certified.

- **SD-14 = Samples** – Samples, including both fabricated and unfabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.
- **SD-18 = Records** – Documentation to record compliance with technical or administrative requirements.
- **SD-19 = Operation and Maintenance Manuals** – Data which forms a part of an operation and maintenance manual.

NAVFAC Submittal Descriptions Requiring Conversion:

<u>NAVFAC SD Number and Title</u>	<u>Convert To</u>
SD-02 = Manufacturer's Catalog Data	SD-01 Data
SD-03 = Manufacturer's Standard Color Charts	SD-01 Data
SD-05 = Design Data	SD-01 Data
SD-10 = Test Reports	SD-09 Reports
SD-11 = Factory Test Report	SD-09 Reports
SD-12 = Field Test Report	SD-09 Reports
SD-15 = Color Selection Samples	SD-14 Samples
SD-16 = Sample Panels	SD-14 Samples
SD-17 = Sample Installation	SD-14 Samples



The **SpecsIntact Configuration, Control and Coordinating Board** have assigned the SD numbers and names, and they correspond to the terminology used in the technical sections. These numbers and names should not be changed.

Approval Requirements

Submittal Requirements Window

The screenshot shows the 'Submittal Item' window with the following fields and callouts:

- Section:** 01452, **Item:** 5, **Description:** Inspection Parameters
- Paragraph:** 13, **Drawing:** S-11, **Submittal Type:** 05 DESIGN DATA
- Approval Requirement:**
 - FIO / GA:** Radio buttons for 'For Information Only' (selected) and 'Government Approval'. Callout **F** points to this section.
 - Primary Contractor Reviewer:** fred johnson. Callout **G** points to this field.
 - Primary Government Reviewer:** (empty), **Office:** RO. Callout **H** points to the Office dropdown.
- Submittal Schedule:**
 - Required For Activity:** CR01009 LINEAR METAL SOFFIT
 - Compute Submittal Need Dates based on Activity Schedule:**
 - Government Review Period:** 35 Days
 - Material Procurement Period:** 14 Days
 - Material Delivery Lag/Lead ±:** -21 Days

F Indicate whether this submittal item will be approved by the Contractor (**For Information Only**) or will require **Government Approval**. The submittal register (*ENG Form 4288-R*) will use the abbreviation of **FIO** for Information Only submittals and **GA** for Government Approval.

G The **Primary Contractor Reviewer** should be selected from the Lookup table. This is typically the individual with overall responsibility for submittal control for the QC process. This individual would coordinate all comments for secondary reviewers, subcontractors, and so forth, prior to submitting the final comments back to the Government with the Transmittal form (*ENG Form 4025*).

H The **Primary Government Reviewer** is primarily controlled by the Government. The lookup can initially be used to indicate that it is expected to be reviewed at the Corps of Engineers District Office (DO), Area Office (AO), Resident Office (RO), Project Office (PO), or by the Architect-Engineer (AE). It may be changed by the Government via a future Export / Import. This is typically the individual with overall responsibility for submittal control for the QA process. This individual would coordinate all comments for secondary reviewers prior to submitting the final comments back to the Contractor with the Transmittal form (*ENG Form 4025*).

Submittal Schedule

In order verify that submittals are or will be timely, they must be coordinated with the Contractor's *scheduling system* (i.e., NAS). QCS, RMS and *ENG Form 4288-R REQUIRE* that every submittal item be attached to an individual **Activity** from the Contractor's schedule.

Submittal Requirements Window

The screenshot shows the 'Submittal Item' window with the following fields and callouts:

- I**: Points to the 'Item' field, which contains the value '5'.
- J**: Points to the 'Required For Activity' field, which contains 'CR01009' and 'LINEAR METAL SOR'.
- K**: Points to the 'Government Review Period' field, which contains '35'.
- L**: Points to the 'Primary Contractor Reviewer' field, which contains 'fred johnson'.
- M**: Points to the 'Material Delivery Lag/Lead' field, which contains '-21'.

Other visible fields include: Section (01452), Paragraph (13), Description (Inspection Parameters), Drawing (S-11), Submittal Type (05), DESIGN DATA, Approval Requirement (FIO / GA), Primary Government Reviewer, and Office (RO).

I Use the lookup provided for **Required for Activity** and attach the associated Activity for the item being entered on this screen. The idea is to be able to verify that an item is submitted prior to submitting payment for an associated Activity. Therefore, **IT MUST BE ATTACHED to the VERY FIRST activity that has money (funds) attached to it.** The submittal must be approved, etc., prior to the first occurrence of the product being used or installed.

This is important for many obvious reasons, but one specifically comes to mind that we need to understand:

The Activity **start date**, along with **material procurement and lag/lead times**, and the **Approval period** is what determines the dates printed out on the *ENG Form 4288-R* and provides the data for the various sorts within our Submittal Reports.

J In this example, QCS and RMS will *compute* the Submittal need date on the **Early Start Date** for the Activity, based on the NAS being used. Alternatively, a **Manually Entered Work Start Date** could be entered here. If the Manual method is selected, a popup calendar will appear and you must enter, and keep updating, the expected start date for the activity.

K The **Government Review Period** is typically 35 calendar days, exclusive of mail time. However, there may be specific submittals or technical sections that have different review periods. For example, it is not uncommon for a contract to specify 90-calendar days for approval of structural steel drawings or prefabricated metal buildings, and so forth. There may also be shorter review periods in some of the front-end specification sections. In any case, enter the review period for this item as required. It will be a time specified in the contract, or a time as mutually agreed after award of the contract.



In the case of a Design-Build Contract, the Contractor must also account for any review period by his Design forces. This may result in a very lopsided requirement time for the submittal to be provided.

L You, as the Contractor, are the only one that can complete the **Material Procurement Period** (unless, perhaps, that Government Furnished Property is being entered). The Prime Contractor must coordinate this period with the responsible Subcontractor during the completion of the register.

Common materials, like cement or gravel may be considered “off-the-shelf items” and the procurement period may be entered as zero. However, there are many pieces of electrical and mechanical equipment that takes weeks, and even months, to receive on the jobsite, following submittal approval. This is an area often ignored, but should be consistently recorded.

M The item represented by this submittal should always be linked to a pay activity. Consequently, the item is either needed on site before the activity starts, when it starts, or after it starts. QCS and RMS use the terms *Lag/Lead* for tracking this information.

Lead Time: minus (-) so many days prior to start of activity

Example: The Activity may be “Drywall”. The submittal item may be the *sheetrock* needed for the Activity. The *sheetrock* may be needed on site 3 days prior to start of the “Drywall” to allow stocking, verification, etc.

Zero: start of activity

Example: The Activity may be “Concrete”. The submittal item may be “Curing Compound” (an off-the-shelf item). The curing compound is needed when the activity “Concrete” begins.

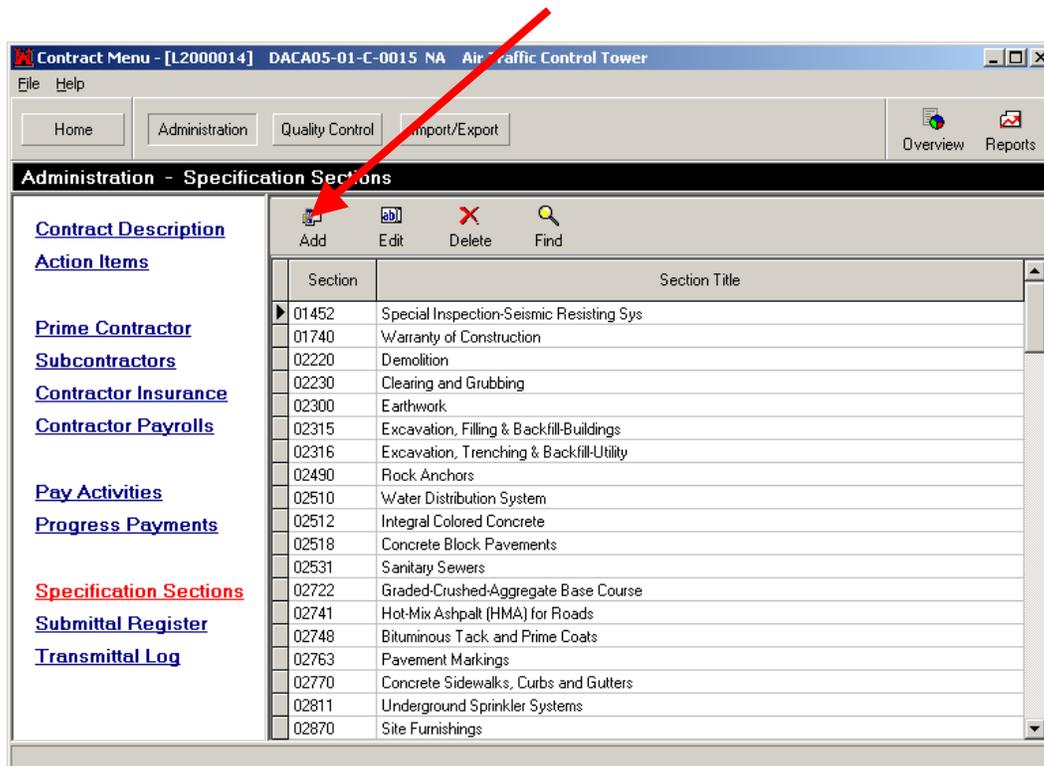
Lag Time: plus (+) so many days after start of activity

Example: The Activity may be “Erect Metal Building”. The submittal item may be “*Metal Siding*”. The “Metal Building” would be started with erection of the structural steel members and after that was completed, the “*Metal Siding*” would be applied. This lag time may be several days or even weeks.

Specification Sections

They may be occasion where the Contractor needs to add a Specification Section that is not in the existing submittal register. For example, a Modification has added a specification section, or the contract is a Design-Build contract. You now have two choices when adding a **Specification Section** within QCS. You may select the **Add** button and view the drop-down menu:

- Manually Add New Section
- Select Sections From Library



Manually Add New Section

You may add a section using any number or title you wish.

The section number can be up to six (6) characters long (alpha or numeric).

The section title may be up to 45 characters in length.

Add Contract Specification Section

Section No: 98790

Section Title: Rocket Pod

Select Sections from Library

You view a lookup that originates in the **Government Library** from the **Home** menu. You can either **Check All Sections** (*I can't imagine you REALLY needing this, but.....*) or check the individual sections you need.

Once you choose **Check All Sections**, the title will change to **Remove All Checks From Sections**. (*That a GOOD thing, just in case you REALLY used Check All Sections!*)

Specification Sections Library Lookup

Check All Sections.

Section	Title
<input type="checkbox"/>	16264 Diesel-Generator Set, 15-300 KW, Standby
<input type="checkbox"/>	16265 Uninterruptible Power Supply Sys >15kVA
<input type="checkbox"/>	16311 Main Electric Supply Station/Substation
<input type="checkbox"/>	16370 Electrical Distribution System, Aerial
<input type="checkbox"/>	16403 Motor Control Centers, Swbds & Pnlbds
<input checked="" type="checkbox"/>	16475 Coordinated Power System Protection
<input type="checkbox"/>	16525 Helipad Lighting/Visual Navigation Aids
<input type="checkbox"/>	16528 Ext Ltg, Inc. Security & CCTV Applicatns
<input type="checkbox"/>	16650 Electromagnetic (EM) Shielding
<input type="checkbox"/>	16721 Intercommunication System
<input type="checkbox"/>	16750 Nurse Call System
<input type="checkbox"/>	16751 Closed Circuit Television Systems
<input checked="" type="checkbox"/>	16755 Radio Paging System
<input type="checkbox"/>	16770 Radio and Public Address Systems
<input type="checkbox"/>	16781 Master Antenna Television System
<input type="checkbox"/>	16790 Stand-Alone One-Way Radio Control System
<input checked="" type="checkbox"/>	16792 Wire Line Data Transmission System
<input type="checkbox"/>	16794 Coaxial Cable Data Transmission Media
<input type="checkbox"/>	16797 1-Way FM Radio Cntr/Util Mon/Cntr (UMCS)
<input type="checkbox"/>	16798 Two-Way Radio Data Transmission System
<input type="checkbox"/>	16905 Electrical Equipment for Gate Hoist

This completes the preparation of the submittal register. These screens are completed for 100% of the items requiring submission. The *ENG Form 4288-R* can be generated and is officially known as the "Submittal Register". The next thing that occurs would be that of selecting one or more of these submittal items and sending them to the Government for approval or record purposes. The transmittal form that will be used is the *ENG Form 4025*.

Sample Submittal Register – ENG Form 4288

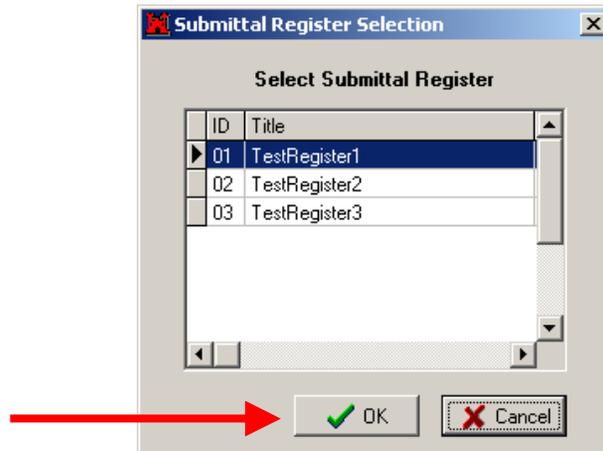
SUBMITTAL REGISTER (ER 415-1-10)				TITLE AND LOCATION Design/Constr Family Housing, Area 4, Redstone Arsenal, AL				DATE 05 Sep 2001								
				CONTRACTOR Amer Renov & Constr Co.				CONTRACT NUMBER DACAO1-99-C-0033								
ACTIVITY NUMBER	TRANSMITTAL NUMBER	ITEM NUMBER	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF SUBMITTAL	TYPE OF SUBMITTAL	CLASSIFICATION		REVIEWER	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION		GOVERNMENT ACTION		
						INFO ONLY	GOVT APPR		SUBMIT NEEDED BY	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	SUBMIT TO CORPS	CODE	DATE	
		2	01451 1.1.5	Construction Office Trailer & Compound	SHOP DRAWINGS		X							13 Sep 99	B	16 Sep 99
		5	01451 3.2.2	CQC Plan	DATA		X							07 Feb 00	A	18 Feb 00
		7	01451 3.4.3	CQC System Manager	DATA		X				A			15 Oct 99	B	10 Nov 99
		8	01451 3.4.3	CQC System Manager(Alternate)	DATA		X				A			15 Oct 99	B	10 Nov 99
SECTION - 02050																
		9	02050	Demolition Plan	DATA		X							21 Oct 99	A	29 Oct 99
SECTION - 02085																
		1	02085	Test Reports	REPORTS	X										
		2	02085	Certification	CERTIFICATES	X										
SECTION - 02090																
		1	02090	Lead-Based Paint Abatement and Disposal	CERTIFICATES	X										
SECTION - 02200																
		1	02200	Test Reports	REPORTS	X								04 Feb 00	F	18 Feb 00
		2	02200	Earthwork Certificates	CERTIFICATES	X										
		3	02200 20.1	Moisture Density - Lookout Pit	RPTS/TESTS	X								17 Feb 00	F	18 Feb 00
		4	02200 2.01A	Moisture-Density Relationship Test	RPTS/TESTS	X								01 Mar 00	F	16 Mar 00
		5	02200 2.01	Moisture-Density Relationship Test Wesso	RPTS/TESTS	X								13 Apr 00		
		6	02200 2.01	Moisture-Density Test Dyer Circle UH8	RPTS/TESTS	X								13 Apr 00		
SECTION - 02400																
		1	02400 2.01	Storm Drainage	DATA	X								22 Feb 00	F	16 Mar 00
SECTION - 02713 Bituminous Base Course																
		1	02713 2.01	Water Distribution Systems	DATA	X								18 Apr 00	A	19 Apr 00
SECTION - 02722 Graded-Crushed-Aggregate Base Course																
		1	02722 2.01	Sanitary Sewers	DATA	X								16 May 00	F	16 May 00
SECTION - 03300 Cast-In-Place Structural Concrete																
		1	03300 1.02	Materials and Mix Designs	PRODUCT DATA		X							14 Mar 00	A	22 Mar 00
		2	03300 1.02	Reinforcement Shop Drawings	SHOP DRAWINGS		X							14 Mar 00	A	22 Mar 00
		3	03300 1.02	Test Reports	RPTS/TESTS	X										
		4	03300 1.02	Vapor Barrier	TECH DATA	X								14 Mar 00	A	22 Mar 00
		5	03300	Curing Compound	DATA	X								14 Mar 00	A	22 Mar 00
SECTION - 06100 Rough Carpentry																
		1	06100 1.02	Treatment Certification	CERTIFICATES	X						A				
		2	06100 1.03	Product Data	DATA	X										
005		1	06100 3	Striping Template	DATA	X		Henry				G				
SECTION - 06192																
RANGE: ALL																
SORT: SECTION & ITEM																

Transmittal Processes

Preparing the Transmittal Log (ENG Form 4025)

The form provided by QCS to track submittal items is the *Transmittal Log*. This log will include one or more submittal items for one (and only one) technical specification section. QCS will print this form as part of the Submittal Control process.

If your contract includes more than a single register, you will need to choose which one you want to work with. Select the appropriate register and push the **OK** button.



The Transmittal Log screen separates the transmittals into four different periods. The periods are reflected by the label on the four tabs and are primarily for tracking and reporting purposes:

Prepared Transmittals - Definition

- These are transmittals that have been prepared but, for one reason or another, have not been sent to the Government.

Sent to Government - Definition

- These are Prepared Transmittals that have been completed by the Contractor and sent to the Government for review and/or information.

Returned from Government - Definition

- These are Prepared Transmittals that have been Sent to the Government and the Government has taken approval/disapproval action on it and returned it to the Contractor.

Completed Transmittals - Definition

- These are transmittals that have been returned by the Government and acknowledged as received by the Contractor.

Contract Menu - [L1000126] DACA-GW-003-2154 NA Larry Submittal Test Contract

File Help

Home Administration Quality Control Import/Export Overview Reports

Administration - Transmittal Log

Contract Description
Action Items
Prime Contractor
Subcontractors
Contractor Insurance
Contractor Payrolls
Pay Activities
Progress Payments
Specification Sections
Submittal Register
Transmittal Log

Add Edit Delete Find

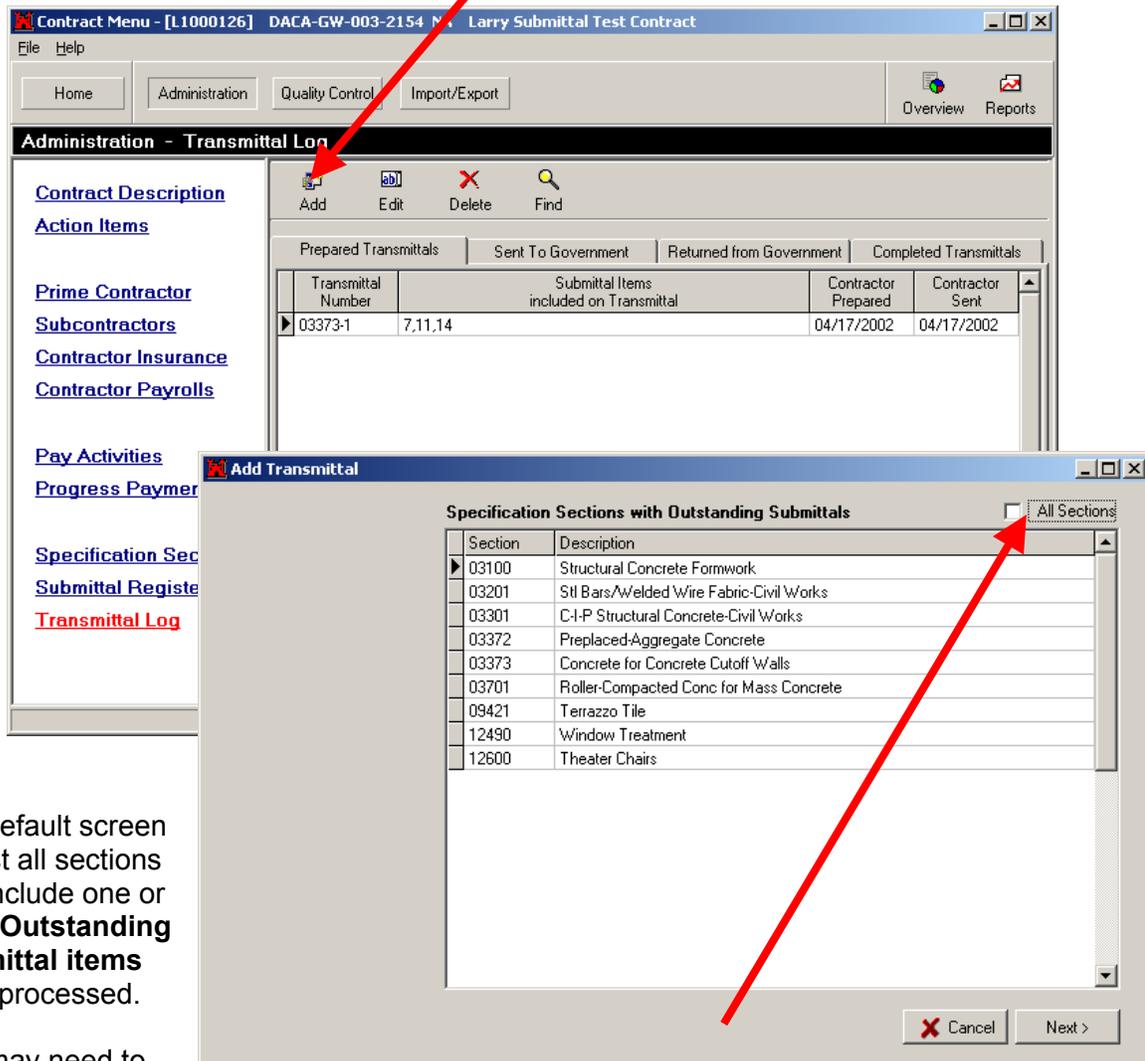
Prepared Transmittals Sent To Government Returned from Government Completed Transmittals

Transmittal Number	Submittal Items included on Transmittal	Contractor Prepared	Contractor Sent
03373-1	7,11,14	04/17/2002	04/17/2002

Transmittal 03373-1 Contractor Remarks To Government
Submittal coordinated with Government Lab personnel.

Prepared Transmittals

The **Transmittal Log** is accessed from the main **CONTRACT MENU / ADMINISTRATION / Transmittal Log**, as shown on the following screen. You can **EDIT** an existing *Transmittal* or **ADD** a new one. For our purposes, push the **ADD** button.



The default screen will list all sections that include one or more **Outstanding Submittal** items to be processed.

You may need to provide a transmittal for an item already submitted and approved, in which case you may select the **All Sections** box at the top right of the screen. In that case, ALL sections will be shown on the list, including completed submittal items.

Choose the desired item from the listing and push the **Next** button on the lower right of the window.

Contractor's Guide to Contract Administration

The Next window shows all **Outstanding Submittals** from which to choose. You also have the option to show ALL submittal items if desired. You simply check one or more items that you want to include on the transmittal form. RMS will determine if the item is being submitted for the first time, or if it is a re-submittal of a previous item, and provide the numbering required to be used by the program.

Item No.	Description	SD No.	Classification	Last Transmittal	QA Code
<input type="checkbox"/>	3 Concrete Mixers	83	FIO		
<input type="checkbox"/>	4 Conveying Equipment	83	FIO		
<input type="checkbox"/>	5 Placing Equipment	83	FIO		
<input type="checkbox"/>	6 Testing Technicians	82	FIO		
<input type="checkbox"/>	7 Concrete Construction Inspector	82	FIO		
<input type="checkbox"/>	8 Construction Joint Treatment	82	GA		
<input type="checkbox"/>	9 Curing and Protection	82	GA		
<input type="checkbox"/>	10 Cold-Weather Placing	82	GA		
<input type="checkbox"/>	11 Hot-Weather Placing	82	GA		
<input type="checkbox"/>	12 Aggregate Quality	82	GA		
<input type="checkbox"/>	13 Uniformity of Concrete Mixing	82	FIO		
<input type="checkbox"/>	14 Tests and Inspections	82	FIO		
<input type="checkbox"/>	15 Tests and Inspections	82	FIO		
<input type="checkbox"/>	16 Cementitious Materials	07	FIO		
<input type="checkbox"/>	17 Impervious-Sheet Curing Materials	07	FIO		
<input type="checkbox"/>	18 Air-Entraining Admixture	07	FIO		
<input type="checkbox"/>	19 Other Chemical Admixtures	07	FIO		

If the first item selected is a NEW submittal, this screen will appear.

This is a new Transmittal

Transmittal Number 03301 - 2

This is a Resubmittal of Transmittal No 03100-1.5

Transmittal Number 03100 - 1.6

If the first item selected is a RESUBMITTAL, this screen appears.

In both cases above, the Transmittal Number can be changed. The first set of numbers, that represent the specification section, cannot be changed.

Contractor's Guide to Contract Administration

This screen is used to complete the preparation of the transmittal package.

The screenshot shows a software window titled "Transmittal No 03301-2 New Transmittal". It contains several input fields and a table of submittal items. Callouts A through E highlight specific features:

- A:** Points to the "Date Prepared" field, which contains "04/17/2002".
- B:** Points to the "Select" button in the left-hand menu.
- C:** Points to the "Edit" button in the left-hand menu.
- D:** Points to the "Remove" button in the left-hand menu.
- E:** Points to the "Remarks from Contractor to Government" text area, which contains the text: "Item 9. Request a variation to use monkey blood for curing, instead of the specified white milky sticky stuff that you can't clean up".

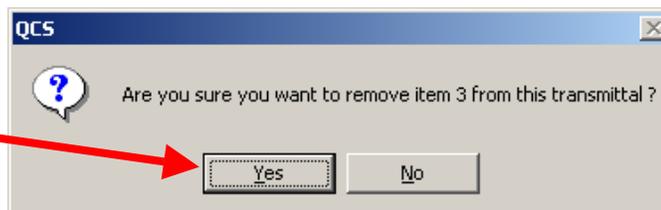
Item	Description	Primary Reviewer	No. of Copies	Classification	Variation	QC Code
4	Conveying Equipment		0	FIQ	<input type="checkbox"/>	A
7	Concrete Construction Inspector		0	FIQ	<input type="checkbox"/>	A
9	Curing and Protection		0	GA	<input checked="" type="checkbox"/>	B
10	Cold-Weather Placing		0	GA	<input type="checkbox"/>	A
11	Hot-Weather Placing		0	GA	<input type="checkbox"/>	A

A. Date Prepared. This is the default date entered. It may be changed if required.

B. Select. If you have an item that was inadvertently missed on the list, the Select button will return you to the screen showing **Outstanding Submittals** and you can add it at this point.

C. Edit (Submittal Item). This selection will take you directly to the Submittal Item screen, on which you may make changes if required. For example, you may need to change the **Contractor Primary Reviewer**, or change the **Activity** the item is linked to.

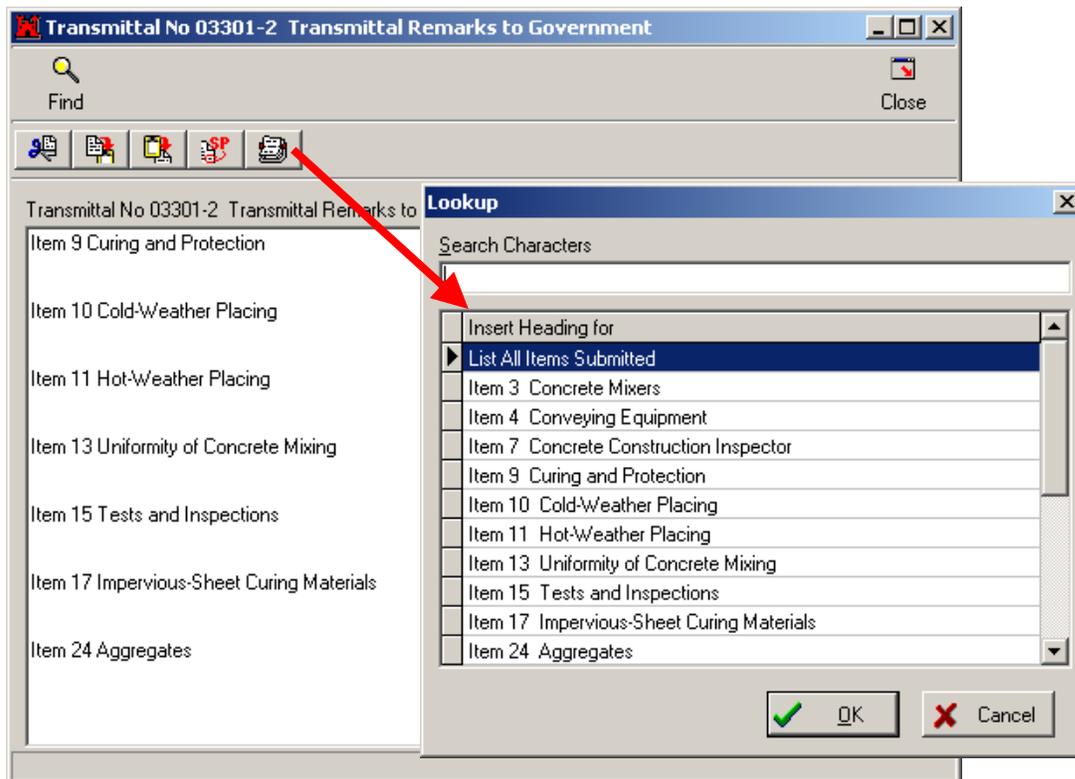
D. Remove. You may remove an item on the list if required.



E. Edit (Remarks to Government). This selection not only gives you the typical Windows © features of **Cut, Copy, Paste,** and **Spell Check,** but also provides a **Lookup** that will list all items that have been selected for this Transmittal. You can use these as a “header” for any comments you wish to make.

To enter **Transmittal Remarks to Government,** you may type directly in the field at the bottom of the screen or, alternatively, push the **EDIT** button for a larger area in which to type.

Lookup Window for Submittal Items on the Transmittal



Contractor's Guide to Contract Administration

The screenshot shows a software interface for creating a transmittal. At the top, there are fields for 'Date Prepared' (04/17/2002) and a checkbox for 'Completed - Ready to send to Government'. Below this are fields for 'Date Received by Government', 'Review Due', and 'Date Returned to Contractor'. The main section is a table titled 'Submittal Items Included on this Transmittal'. The table has columns for 'Item', 'Primary Reviewer', 'No. of Copies', 'Classification', 'Variation', and 'QC Code'. The table contains five rows of data. Below the table are sections for 'Remarks to Government', 'Government Remarks', and 'Remarks from Contractor to Government'. A callout box labeled 'I' points to the 'Remarks from Contractor to Government' section, which contains the text: 'Item 9. Request a variation to use monkey blood for curing, instead of the specified white milky sticky stuff that you can't clean up stuff.'

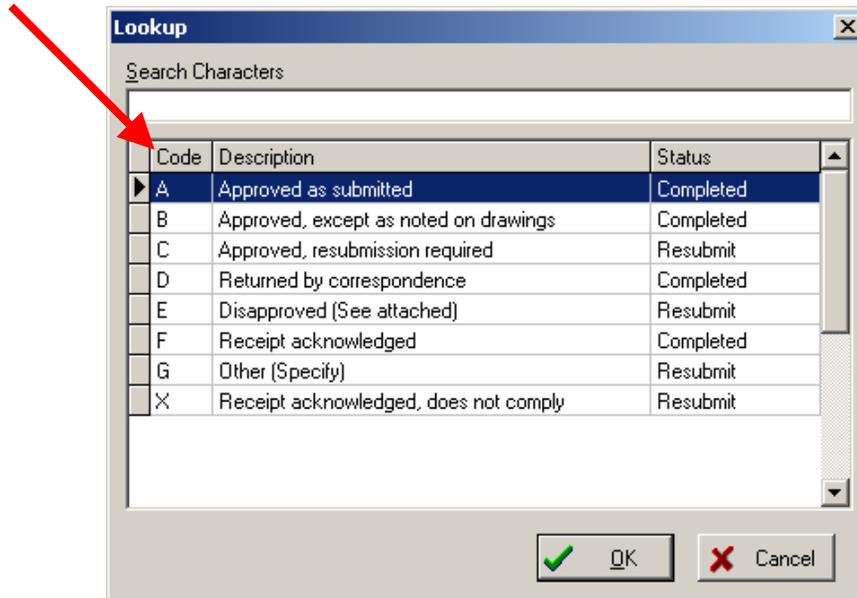
Item	Primary Reviewer	No. of Copies	Classification	Variation	QC Code
4		0	FIO	<input type="checkbox"/>	A
7		0	FIO	<input type="checkbox"/>	A
9		0	GA	<input checked="" type="checkbox"/>	B
10		0	GA	<input type="checkbox"/>	A
11		0	GA	<input type="checkbox"/>	A

F. No. of Copies. Indicate the number of copies you are providing to the Government for this Transmittal.

G. Classification. This column advises that the Submittal Item is labeled “For Information Only” (FIO) or, for “Government Action” (GA).

H. Variation. If a Variation is intended by this Transmittal is must be indicated here. If a Contractor submits an item that varies from the specified product or condition, he is responsible to point out that **Variation** and provide an explanation of the **Variance** apart from a simple CHECKMARK. If an item does vary, and the Contractor has explained it, approval of the item by the Government constitutes an acceptance of the variance. It could be that a modification is required if significant, therefore ALWAYS carefully review any variance during the submittal process.

- I. QC Code.** Indicate the “grade” given by the Quality Control Manager for this item. The options are shown in the lookup, as follows.



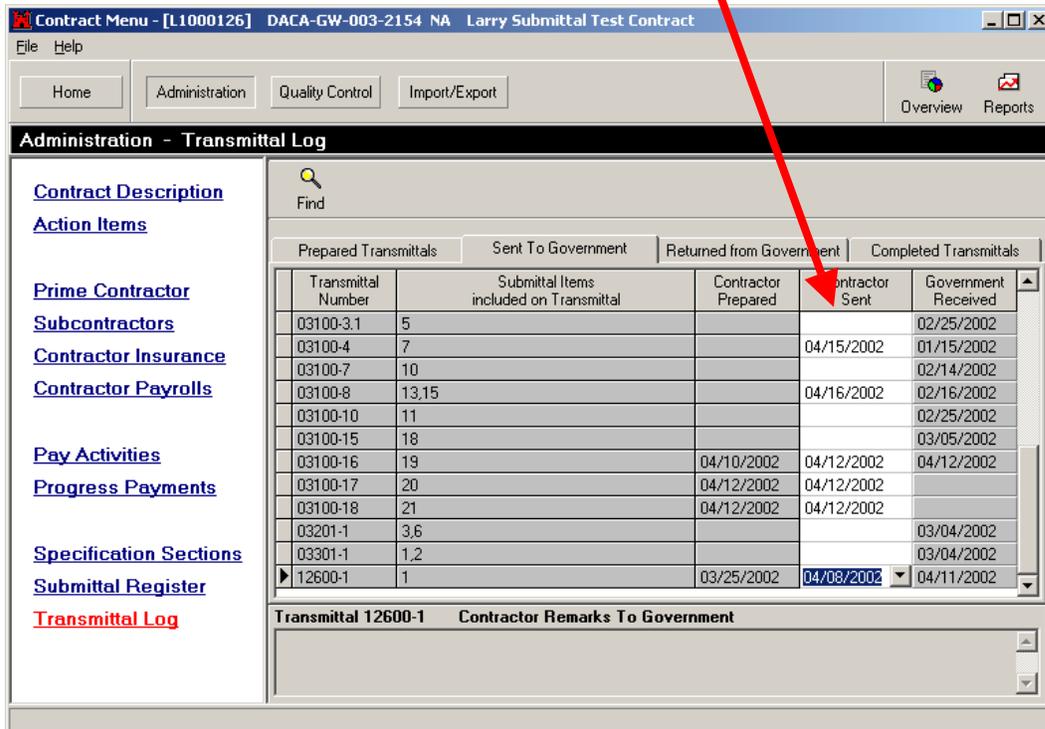
Duh! The QC Code Isn't ALWAYS an "A" !!!

There are Prime Contractor's that do submit Transmittals with other than the "A" Code. Many Contractors use the code "B" when something requires clarification. Other Prime Contractors have also submitted a code "E" for an item from a Subcontractor and the Prime desires the Government to be aware that they grading the submittal accurately and seeking correction. This is especially useful for long lead items.

- J. Completed - Ready to Send to Government.** When you have completed all action on this screen, indicate you are complete by checking this box. The Transmittal will then be transferred to the Government RMS program with your next Export.

Sent to Government

Prepared Transmittals that have been completed by the Contractor and sent to the Government are reflected on this screen. Simply select the date sent.

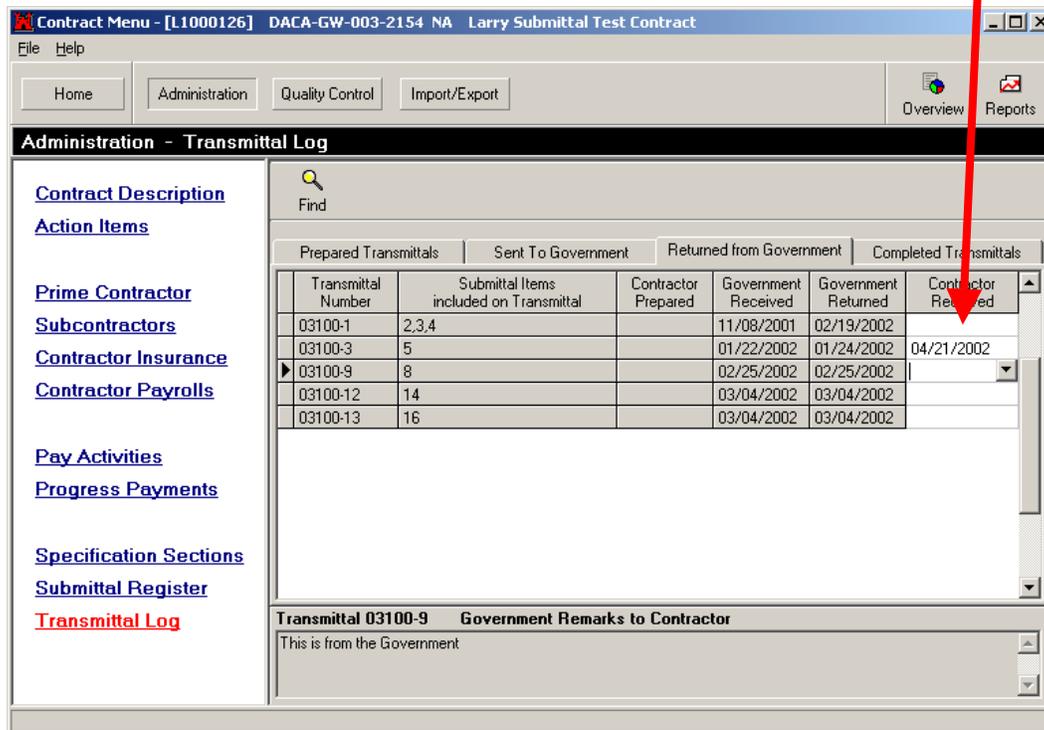


The screenshot shows a software interface for contract administration. The window title is "Contract Menu - [L1000126] DACA-GW-003-2154 NA Larry Submittal Test Contract". The interface includes a menu bar (File, Help), a navigation pane on the left with links like "Contract Description", "Action Items", "Prime Contractor", etc., and a main content area. The main area is titled "Administration - Transmittal Log" and contains a table with columns: Transmittal Number, Submittal Items included on Transmittal, Contractor Prepared, Contractor Sent, and Government Received. A red arrow points to the "Contractor Sent" column, specifically to the date "04/08/2002" in the row for transmittal "12600-1". Below the table, there is a section for "Transmittal 12600-1 Contractor Remarks To Government".

Transmittal Number	Submittal Items included on Transmittal	Contractor Prepared	Contractor Sent	Government Received
03100-3.1	5			02/25/2002
03100-4	7		04/15/2002	01/15/2002
03100-7	10			02/14/2002
03100-8	13,15		04/16/2002	02/16/2002
03100-10	11			02/25/2002
03100-15	18			03/05/2002
03100-16	19	04/10/2002	04/12/2002	04/12/2002
03100-17	20	04/12/2002	04/12/2002	
03100-18	21	04/12/2002	04/12/2002	
03201-1	3,6			03/04/2002
03301-1	1,2			03/04/2002
12600-1	1	03/25/2002	04/08/2002	04/11/2002

Returned from Government

Transmittals that have been Sent to the Government and the Government has taken approval/disapproval action on it and returned it to the Contractor are reflected on this tab. The dates are automatically imported electronically with the next import from the Government RMS program. Enter the date you received the Transmittal from the Government in this block.



The screenshot shows the 'Contract Menu - [L1000126] DACA-GW-003-2154 NA Larry Submittal Test Contract' application. The 'Administration - Transmittal Log' window is active, displaying a table of transmittals. A red arrow points to the 'Contractor Received' column for transmittal 03100-9.

Transmittal Number	Submittal Items included on Transmittal	Contractor Prepared	Government Received	Government Returned	Contractor Received
03100-1	2,3,4		11/08/2001	02/19/2002	
03100-3	5		01/22/2002	01/24/2002	04/21/2002
03100-9	8		02/25/2002	02/25/2002	
03100-12	14		03/04/2002	03/04/2002	
03100-13	16		03/04/2002	03/04/2002	

Below the table, the 'Transmittal 03100-9 Government Remarks to Contractor' section is visible, containing the text: 'This is from the Government'.

Completed Transmittals

Transmittals that have been returned by the Government and acknowledged as received by the Contractor are reflected on this screen. The date field is to indicate the Contractor received the completed transmittal.

The screenshot shows a software window titled "Contract Menu - [L1000126] DACA-GW-003-2154 NA Larry Submittal Test Contract". The window has a menu bar with "File" and "Help", and a toolbar with buttons for "Home", "Administration", "Quality Control", "Import/Export", "Overview", and "Reports". The main content area is titled "Administration - Transmittal Log" and contains a search bar and a table of transmittals. The table has columns for "Transmittal Number", "Submittal Items included on Transmittal", "Contractor Prepared", "Government Received", "Government Returned", and "Contractor Received". A red arrow points to the "Contractor Received" column. Below the table, there is a section for "Transmittal 03100-1.1 Government Remarks to Contractor".

Transmittal Number	Submittal Items included on Transmittal	Contractor Prepared	Government Received	Government Returned	Contractor Received
03100-1.1	2	04/21/2002	02/19/2002	02/27/2002	04/21/2002
03100-1.3	4		02/20/2002	04/09/2002	04/09/2002
03100-2	1		01/22/2002	02/27/2002	04/01/2002
03100-3	5		01/22/2002	01/24/2002	04/21/2002
03100-5	6		02/13/2002	03/04/2002	04/23/2002
03100-6	9		02/13/2002	02/14/2002	04/16/2002
03100-11	12	03/05/2002	03/04/2002	03/04/2002	04/01/2002
03100-14	17		03/04/2002	03/04/2002	04/17/2002

Transmittal 03100-1.1 Government Remarks to Contractor

Reports for Transmittals

The **REPORTS** button is used to preview and print the Submittal Register (*ENG Form 4288*) and Transmittal Form (*ENG Form 4025*).

The screenshot displays the 'Contract Menu' application window. The main window title is 'Contract Menu - [NRDACA01-99-C-0033] DACA01-99-C-0033 NA Design/Constr Family Housing, Area 4'. The interface includes a menu bar (File, Help), a toolbar (Home, Administration, Quality Control, Import/Export), and a 'Reports' button in the top right corner, indicated by a red arrow. Below the toolbar is the 'Administration - Transmittal Log' window, which contains a table of transmittal records.

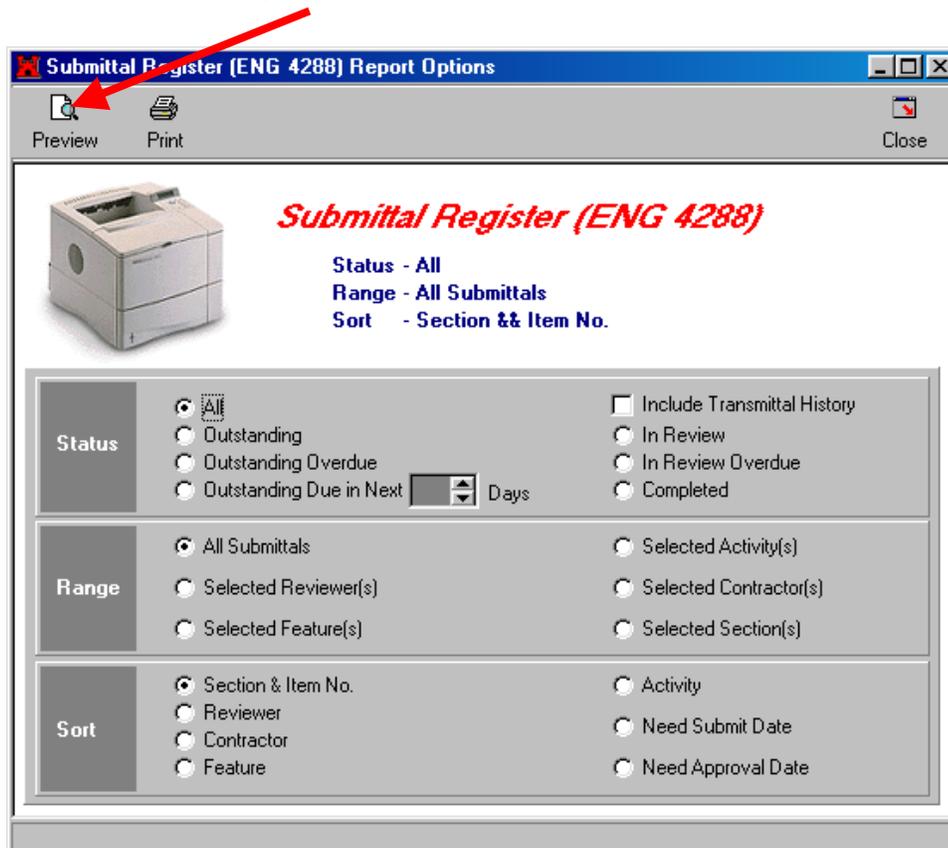
Transmittal Number	Submittal Items included on Transmittal	Date Prepared	Government Received	Government Returned
02200-6			04/13/2000	
02400-1			02/22/2000	03/16/2000
02713-1			02/22/2000	03/06/2000
02713-1A			03/23/2000	04/04/2000
02713-1B			04/04/2000	04/07/2000
02713-1C			04/17/2000	04/19/2000
02713-2			04/18/2000	04/19/2000
02722-1			02/22/2000	03/06/2000

Below the main window is the 'Report Menu' window, which has a 'Contract' and 'Library' button. It is divided into two panes: 'Contract Reports' and 'Submittals'. The 'Submittals' pane contains a printer icon and links for 'Submittals Register (ENG 4288)', 'ENG4025 Remarks', and 'ENG4025-R'. A red arrow points to the 'Submittals' link in the left sidebar of the Report Menu window.

Highlight **Submittals** on the left of the window and preview the forms. The following pages show the steps necessary to retrieve the reports for this sample contract.

Selecting the Submittal Register Report

There are over 100 combinations of reports you can select, depending on your indication of the various status, ranges and sorts. We will select the combination shown below (default), and push the **Preview** button at the top of the window.



Contractor's Guide to Contract Administration

Sample Register Report

SUBMITTAL REGISTER (ER 415-1-10)			TITLE AND LOCATION Design/Constr Family Housing, Area 4, Redstone Arsenal, AL				DATE 05 Sep 2001									
			CONTRACTOR Amer Renov & Constr Co.		CONTRACT NUMBER DACA01-99-C-0033											
ACTIVITY NUMBER	TRANS-MITTAL NUMBER	ITEM NUMBER	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF SUBMITTAL	TYPE OF SUBMITTAL	CLASSIFICATION		REVIEWER	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION		GOVERNMENT ACTION		
						INFO ONLY	GOVT APPR		SUBMIT NEEDED BY	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	SUBMIT TO CORPS	CODE	DATE	
		2	01451 1.1.5	Construction Office Trailer & Compound	SHOP DRAWINGS		X							13 Sep 99	B	16 Sep 99
		5	01451 3.2.2	CQC Plan	DATA		X							07 Feb 00	A	18 Feb 00
		7	01451 3.4.3	CQC System Manager	DATA		X					A		15 Oct 99	B	10 Nov 99
		8	01451 3.4.3	CQC System Manager(Alternate)	DATA		X					A		15 Oct 99	B	10 Nov 99
SECTION - 02050																
		9	02050	Demolition Plan	DATA		X							21 Oct 99	A	29 Oct 99
SECTION - 02085																
		1	02085	Test Reports	REPORTS	X										
		2	02085	Certification	CERTIFICATES	X										
SECTION - 02090																
		1	02090	Lead-Based Paint Abatement and Disposal	CERTIFICATES	X										
SECTION - 02200																
		1	02200	Test Reports	REPORTS	X								04 Feb 00	F	18 Feb 00
		2	02200	Earthwork Certificates	CERTIFICATES	X										
		3	02200 20.1	Moisture Density - Lookup Pit	RPTS/TESTS	X								17 Feb 00	F	18 Feb 00
		4	02200 2.01A	Moisture-Density Relationship Test	RPTS/TESTS	X								01 Mar 00	F	16 Mar 00
		5	02200 2.01	Moisture-Density Relationship Test Wesso	RPTS/TESTS	X								13 Apr 00		
		6	02200 2.01	Moisture-Density Test Dyer Circle Utilit	RPTS/TESTS	X								13 Apr 00		
SECTION - 02400																
		1	02400 2.01	Storm Drainage	DATA	X								22 Feb 00	F	16 Mar 00
SECTION - 02713 Bituminous Base Course																
		1	02713 2.01	Water Distribution Systems	DATA	X								18 Apr 00	A	19 Apr 00
SECTION - 02722 Graded-Crushed-Aggregate Base Course																
		1	02722 2.01	Sanitary Sewers	DATA	X								16 May 00	F	16 May 00
SECTION - 03300 Cast-In-Place Structural Concrete																
		1	03300 1.02	Materials and Mix Designs	PRODUCT DATA		X							14 Mar 00	A	22 Mar 00
		2	03300 1.02	Reinforcement Shop Drawings	SHOP DRAWINGS		X							14 Mar 00	A	22 Mar 00
		3	03300 1.02	Test Reports	RPTS/TESTS	X										
		4	03300 1.02	Vapor Barrier	TECH DATA	X								14 Mar 00	A	22 Mar 00
		5	03300	Curing Compound	DATA	X								14 Mar 00	A	22 Mar 00
SECTION - 06100 Rough Carpentry																
		1	06100 1.02	Treatment Certification	CERTIFICATES	X						A				
		2	06100 1.03	Product Data	DATA	X										
005		1	06100 3	Striping Template	DATA	X		Henry				G				
SECTION - 06192																
RANGE: ALL SORT: SECTION & ITEM																

Selecting the Transmittal Form

For this report, you select the individual ENG Form 4025 you wish to preview or print. You may also use the [Shift] and [Control] keys to select multiple transmittals. We will select the item shown below and push the **Preview** button at the top of the window.

Range	Transmittal Number	Date In	Date Out	Remarks
	02722-1A	03/30/2000	04/04/2000	
	02722-1B	05/16/2000	05/16/2000	
	03300-1	01/19/2000	03/15/2000	
	03300-2	02/04/2000	03/15/2000	
	03300-3	03/14/2000	03/22/2000	
▶	06100-1			Item No 3, (Stiping Template) is a vari
	07311-1	04/18/2000		
	08100-1	05/05/2000		
	08550-1	05/05/2000		
	09900-1	05/23/2000		
	13110-1	02/22/2000	03/16/2000	
	15100-1	05/11/2000		

Sample ENG Form 4025 for Transmittal Form

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 08/31/2001	TRANSMITTAL NO. 06100-1		
SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS <small>(This section will be initiated by the contractor)</small>								
TO:		FROM: Amer Renov & Constr Co. 3645 Camino Del Rio South San Diego, CA 92108-4004		CONTRACT NO. NRDA CA01-99-C-0033		CHECK ONE: <input checked="" type="checkbox"/> THIS IS A NEW TRANSMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL: _____		
SPECIFICATION SEC. NO. (Cover only one section with each transmittal) 06100		PROJECT TITLE AND LOCATION Design/Constr Family Housing, Area 4 Redstone Arsenal, AL				CHECK ONE: THIS TRANSMITTAL IS FOR <input checked="" type="checkbox"/> FIO <input type="checkbox"/> GOVT. APPROVAL		
ITEM NO.	DESCRIPTION OF ITEM SUBMITTED <small>(Type size, model number/etc.)</small>	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. <small>(See instruction no. 8)</small>	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE	VARIATION <small>(See Instruction No. 6)</small>	FOR CE USE CODE
				SPEC. PARA. NO.	DRAWING SHEET NO.			
a.	b.	c.	d.	e.	f.	g.	h.	i.
1	Treatment Certification		3	1.02		A		
3	Striping Template		3	3	C-3C	G		
REMARKS Item No 3, (Striping Template) is a variation from the contract. The Corps inspector requested we use the kind submitted due to problems encountered on a previous contract. Additional costs may be required, as the substitute is more costly than that which we bid.						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.		
SECTION II - APPROVAL ACTION								
ENCLOSURES RETURNED (List by item No.)			NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY				DATE	

ENG FORM 4025-R, MAR 95

(ER 415-1-10)

EDITION OF SEP 93 IS OBSOLETE.

SHEET 1 OF 1

(Proponent: CEMP-CE)



ENG Form 4025-R is formally titled: "TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE"

Recap

Why would we use the Submittal feature of QCS, or what will we have gained if we do use it? What good is all this stuff anyway?

These are questions you may hear occasionally from some of our less enthusiastic CQC staff, and even the Government QA staff. Here are some items that QCS and RMS will help in this process to make our work easier and are a recap of what has already been discussed in this chapter.

Identify Requirements (Register)

1. The Designer of the project is responsible to create the initial Submittal Register (Eng Form 4288). The Designer may be an independent A/E, Government Designer, or a Contractor (Design-Build).
2. Submittals should be tailored to fit the requirements of the project and should be limited to those necessary for adequate quality control.
3. The importance of an item in the project should be one of the primary factors in determining if a formal submittal for the item should be required.

Electronic Transfer of Data (SpecsIntact)

1. Corps of Engineers Guide Specifications is designed to be used with SpecsIntact, a personal computer-based system for the production of contract specifications.
2. SpecsIntact is an effective tool that has been evolving and improving since Headquarters adopted the system in 1987 as the official means for producing and maintaining our guide specifications.
3. The use of SpecsIntact is mandatory for production of contract specifications for all FY 00 and future projects (Civil and Military) where use of CEGS is required by regulation. (CEMP-EA, Memorandum, 14 April 1997)
4. The SPECSINTACT program is available on the Internet at USACE Techinfo: <http://www.hnd.usace.army.mil/techinfo/index.htm>
5. One of the most important tasks, and one that should not be overlooked, is to ensure that the Designer uses the proper Specification Section Number and Title as listed in the latest Index for USACE Guide Specifications.

Scheduling (timely flow of materials)

(It is a Contract Requirement!)

1. CEGS 01330, paragraph 3.2: "Submittal Register. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract".
2. CEGS 01330, paragraph 3.2: "Submittal Register. The submittal register and the progress schedules shall be coordinated".

Review and Approval (tracking)

(Contractors have an Incentive!)

1. CEGS 01330, paragraph 1.5: "Withholding of Payment. Payment for materials incorporated in the work will not be made if required approvals have not been obtained".
2. CEGS 01330, paragraph 3.2: "Submittal Register. The Contractor shall keep the register up-to-date and submit it to the Government together with the monthly payment request".

Transfer Records to Customer

1. ER 415-345-38, "Transfer and Warranties", is the basic regulation which prescribes USACE policy and procedures for transfer of completed construction projects.
2. Transfer of construction to the Using Service will be simultaneous with the acceptance of the construction from the Contractor.

Once you have completed one or more transmittals, export the QCS program to the Government RMS program. The Government will annotate their approval or disapproval actions and export back to the QCS program. This will refresh the QCS data with the latest actions on all items.

CONTRACT MODIFICATIONS

1. All change orders will be directed in writing to the Contractor in compliance with the applicable Contract Clause or Clauses, usually "CHANGES," "DIFFERING SITE CONDITIONS," "DEFAULT (FIXED PRICE CONSTRUCTION)," "SUSPENSION OF WORK," "VALUE ENGINEERING-CONSTRUCTION." It is emphasized that in no event will a Contractor be permitted to proceed with work involving a change in plans or specifications until a supplemental agreement has been negotiated and signed by the Contracting Officer or the ACO. An exception will be the use of a notice to proceed modification in the urgent situations where the directive is contained in the first part and the Supplemental Agreement containing the price/time agreement is in the second part.

2. Details of the proposed changes will be furnished by means of revised plans and specifications and/or a narrative describing them. The Contractor will be requested to submit a detailed cost proposal in compliance with Contract Clause "MODIFICATIONS OF PROPOSALS – PRICE BREAKDOWN" within a specified period of time. For proposals exceeding \$100,000, the instructions, forms and format in EXHIBIT 12 are to be followed. The Profit from EXHIBIT 12C should be used by the Contractor to calculate profit and be included with the proposal. Failure to meet the specified proposal date may result in a retained payment percentage withheld under Contract Clause "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS."



3. An audit is required whenever a proposal has an absolute value of \$550,000 or more. This is for Government initiated change orders or a Contractor's Value Engineering Proposal.



4. Cost Proposal
 - a. Each proposal shall be identified by the serial number that appears on the document requesting the proposal for the contemplated change. All proposals must be in detail (per the Contract Clause entitled "MODIFICATION PROPOSALS – PRICE BREAKDOWN") with itemized lists of material, equipment and labor. Each item must be listed at its cost to the Prime Contractor or Subcontractor, as the case may be. Labor must be itemized by trade and the hourly rate noted. The cost of fringe benefits such as FICA, FUDI, health and welfare, or other similar costs shall be shown separately. In the event that fringe benefit costs are not itemized, it will be assumed that there are none. The Contractor's attention is called to the Clause entitled "EQUIPMENT OWNERSHIP AND OPERATING EXPENSE" regarding owned equipment rates.
 - b. For contracts awarded after 31 Dec 95 all Prime Contractor and Subcontractor's proposals exceeding \$100,000 in absolute value (unless otherwise requested) necessitate the submission (by both) of signed STANDARD FORM 1411, (entitled "CONTRACT PRICING PROPOSAL COVER SHEET") and

“CERTIFICATION OF REQUESTS FOR ADJUSTMENT OR RELIEF EXCEEDING \$100,000” together with detailed proposals (see Exhibit 12A and 12B). Upon completion of negotiations, a CERTIFICATE OF CURRENT COST OR PRICING DATA (EXHIBIT 13) must be completed by the Prime Contractor and provided to the Government. If a Subcontractor's proposal exceeds \$100,000, a certification will also be required from the Subcontractor.

- c. Additional CONTRACT CLAUSES applicable to contract modifications include those entitled “PRICING OF ADMUSTMENTS”; “PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA MODIFICATIONS-SEALED BIDDING”; “AUDIT-SEALED BIDDING”; “SUBCONTRACTOR COST OR PRICING DATA – MODIFIATION – SEALED BIDDING” and “CERTIFICATION OF REQUESTS FOR ADJUSTMENT OR RELIEF EXCEEDING \$100,000”.
- 
- d. The proposal shall include the Prime Contractor's overhead, profit and bond and Subcontractor's overhead and profit; each identified separately and supported by sufficient data to permit analysis.
- e. In the event that it becomes necessary to delete work from the contract, all costs for the deleted items must be documented, such as any profit, overhead and cancellation costs for materials ordered but not used in the work.
5. The importance of a timely, detailed and complete Contractor's proposal (as specified on the Request for Proposal) cannot be overemphasized. The Contractor's failure to submit such a proposal can result in delay in finalizing the contract modification. The Government will furnish blank copies of the STANDARD FORM 1411. The Prime Contractor and applicable Subcontractors shall complete this form for any proposal exceeding \$550,000 absolute value. Attached for illustrative purposes are instructions for preparation of proposals (EXHIBIT 12) and a sample STANDARD FORM 1411 (EXHIBIT 12A) containing a proposal cost summary, schedule of proposed direct labor costs, equipment costs summary, material cost summary, subcontract costs, general requirements, direct labor overhead and general and administrative expenses and a Contractor cost summary.
6. Except as provided in the contract, no additional or change work shall be performed under the contract without a written order signed by the Contracting Officer or ACO setting forth price and/or time adjustments. In those cases where the work must progress without the delay of negotiating and adjustment of time and price, or where subsurface or other conditions are not sufficiently known to permit an order covering all details of the change, a written change order, or directive, will be issued at the discretion of the Contracting Officer or ACO setting forth the change as is know at the time. A subsequent adjustment will be issued containing the price and time.
7. Time extensions under “DEFAULT” Clause of the contract:

- a. In giving application to this clause, there must be a showing that not only was an excusable cause of delay present, but also the contract work was in delayed by such cause.
 - b. Unusually severe weather is listed as one of the excusable causes of delay. The term “unusually severe weather” means adverse weather that is unforeseeable for the time of year and place it occurred. The number of normal adverse weather days is defined in the contract specifications. Actual adverse weather days exceeding normal will be the basis for a time extension if the work was actually delayed and critical to timely completion. Any request for an adjustment of time should contain such specific available information as dates on which rain, snow, etc., occurred at the site and a statement of the actual job delays attributable to the unusually severe weather.
 - c. The “DEFAULT” Clause, while providing for time extensions, if the Contractor gives notice within 10 days of start of delay, does not authorize adjustment of the contract price where a Contractor has been excusable delayed.
8. The proper medium for making modifications not covered by Contract Clause “CHANGES,” or Contract Clause titled, “DIFFERING SITE CONDITIONS”, (e.g. those modifications or additions outside the general scope of the contract) is by an out of scope supplemental agreement. A supplemental agreement outside the scope of the contract requires the signature of the Contractor and the Contracting Officer, and additional surety bonds before the agreed upon may be performed.

CONTRACTOR QUALITY CONTROL

The Contractor should read carefully Contract Clause 52.246-12 titled “INSPECTION OF CONSTRUCTION” since it is the Contractor’s responsibility to maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements.

Obtaining quality construction is a combined responsibility of the construction contractor and the government. Their mutual goal must be a quality product conforming to the contract requirements. A cooperative and professional working relationship should be established in order to realize this common goal. The contract documents establish the quality required in a project to be constructed. Contracting officers are responsible for assuring the contract documents clearly define the quality of materials and workmanship required for a project and that construction contractors comply with the contract documents and produce the required product. Certain civil works structures are specified by a construction procedure in lieu of end product quality. In these instances, contractors are responsible for the specified procedure and contracting officers must verify design assumptions, and control and assure the end product quality.



In contracts of \$1,000,000 or more, detailed CQC will likely be applied and a properly edited CEGS-01451 should be included in the contract. Inclusion of detailed CQC in construction contracts under \$1,000,000 is discretionary. When construction services are obtained through an international governmental agreement, CQC will not be used unless it is specifically required by that agreement. In any case, the Contractor is reminded to comply with the specific requirements of the contract.

Contractor Responsibility

General. Contractors shall be made responsible for all activities necessary to manage, control, and document work so as to ensure compliance with the contract plans and specifications. The contractor's responsibility includes ensuring adequate quality control services are provided for work-accomplished on-and off-site by his/her organization, suppliers, subcontractors, technical laboratories and consultants. The work activities include safety, submittal management, and all other functions relating to the requirement for quality construction.

Staffing. It is the contractor's responsibility to carefully examine the contract requirements for CQC and provide personnel capable of complying with the CQC requirements of the contract clauses and technical provisions. The CQC staff must be of sufficient size and have the qualifications necessary to ensure contract compliance, whether the prime contractor, subcontractors or vendors, performs work. The CQC system manager will be an employee of the prime contractor and must report directly to the project superintendent or someone higher in the contractor's organization. The size and composition of the CQC organization may vary as the job progresses. At all times it should be compatible with the level of effort and capability required by the contract and construction schedule.

Quality Control Plans and Procedures. Contractors will be required to prepare a quality control plan for all projects except those excluded under the discretionary authority. Plans and procedures will include the features described in CEGS-01451.

The Contractor shall furnish to the ACO a Quality Control Plan (in quadruplicate) as outlined in Specification Sections 01312 and 01451. Detailed information for preparing and submitting the plan is contained in the QCS User Manual beginning on Page 2-7. An acceptable plan must be prepared and approved prior to the start of construction.

RECORDS OF GOVERNMENT – FURNISHED PROPERTY

1. In those cases where Government-Furnished Property is to be provided under the terms of the contract, the Contractor shall contact the ACO regarding arrangements for receipt of the property.

2. The Contractor shall furnish the ACO a list of the names of persons, together with copies of their signatures, who are authorized to receive Government-Furnished Property. If no person other than the Contractor (as an individual) is designate, the ACO is to be advised in writing.
3. Final payment will not be made on any contract until signed receipts are received for all Government-Furnished property.

DEFENSE MATERIALS SYSTEM – (Military Contracts)

1. The purpose of the Defense Materials System (DMS) of priority ratings is to ensure timely delivery of materials and equipment in order to meet established completion schedules.
2. Section 7 of DMS Regulation 1 provides for the mandatory use of the rating, which the Prime Contractor and Subcontractors are required to extend to all orders for materials needed to complete this defense contract. Orders place for controlled materials are called Authorized Controlled Materials (ACM) Orders. Orders used to procure materials and products other than controlled materials are Rated Orders, the rating assigned to this contract is applied without special authorization.
3. As indicated in Section 14 of DMS Regulation 1, Rated Orders must contain the prefix DO or DX, as the case may be, followed by the appropriate program identification. C2 is the program identification for Department of Defense construction. The SPECIAL CLAUSES of the contract will indicate whether a DO-C2 or DX-C2 rating has been assigned. In addition to the rating, all Rated Orders must specify the date or dates on which delivery is required, together with the statement in Section 9 (a) and the certification in Section 9 (b) of DMS Regulation 1, over the signature and title of the person authorized to sign the order. It is the responsibility of the Prime Contractor to ensure that this information is applied to all tiers of supplier orders and into the fabricating plant when applicable. Although not mandatory, it will be helpful (when expediting assistance is required) if the Government contract number and job location are included on the order.
4. On all contracts, regardless of dollar value, Contractors are self-authorizing consumers and are required to follow the self-authorizing procedures in Section 8 of DMS regulation 1.
5. When the Contractor is unable to assure that deliveries will be made in time to meet required completion dates, expediting assistance should be requested. Information pertinent to the request should include, whenever possible, a copy of each order through all tiers of Subcontractors and suppliers, and the shop order number of the manufacturer if the item is being specially manufactured. Failure on the Contractor's part to take aggressive action as noted above may result in assessment of liquidated damages when failure to meet a completion date is caused by late delivery of materials.
6. The responsibility for obtaining materials always remains with Contractor, and in no event will the responsibility shift to the Government even though the Government may provide expediting assistance.

VALUE ENGINEERING

1. The CONTRACT CLAUSE entitled "VALUE ENGINEERING-CONSTRUCTION," describes the procedures to be followed in submitting Value Engineering Change Proposals for consideration by the Contracting Officer. This clause permits you to share with the Government any savings resulting from an accepted proposal developed by you or your subcontractors.
2. You are encouraged to take full advantage of the provisions of this clause. A proposal can be submitted by simply filling out SPD FORMS 373 and 373A (EXHIBITS 8 and 9) together with pertinent detailed pricing backup data and forwarding to the ACO. Backup data must include detailed cost breakdowns for original work as contracted and for the change as proposed.
3. When a Part I of II, Notice to Proceed Modification, it is necessary to timely implement a Contractor's Value Engineering Proposal, the Contractor will be required to sign the modification agreeing to a minimum credit due the Government prior to beginning work on the VECP. This minimum credit shall only be subject to negotiations for greater credit.

IDENTIFICATION OF EMPLOYEES

When and where applicable, the Contractor shall immediately prepare a roster of personnel and deliver it to the ACO for issuance of security passes for Contractor personnel. Further instructions regarding security and the use of these passes will be issued by the ACO.

DOCUMENTS REQUIRED FOR MONTHLY PROGRESS PAYMENTS

For monthly progress payments to be obtained, the following are required to be submitted on the 1st of each month via electronic data transfer from QCS:

"BIG FIVE"

1. Updated Progress Chart, or NAS with narrative report, (3 copies)
2. Prompt Pay Certification, CESPCK Form 38 (2 copies)
3. Progress Payment Request (Invoice) (3 copies)



4. SAFETY EXPOSURE REPORT (1 copy)
5. Submittal Register update

AS-BUILT DRAWINGS

As-Built drawings are prepared to show changes made to the project during construction, and are the official records of the project at the time of construction completion. All additions, deletions and other changes made during construction are indicated by modifying the original contract drawings and specifications. Accurate as-built drawings are very important for operation and maintenance, and when modifications to the facility are made in the future, particularly for plumbing and electrical systems that are hidden from view.

The Contractor shall maintain working as-built drawings defined as a current record of the work as actually constructed. These will typically be red-line mark-ups of the construction plans. Three sets of red-line markups shall be submitted after the completion of work at 25% intervals (i.e. 25%, 50%, 75% and 100%) in conjunction with approval of progress payments. The Contractor shall prepare final As-Built drawings, which depict the actual conditions upon completion of construction. The deliverable required shall be both hard copy and electronic format as specified. Hard copies of the final As-Built Drawings shall be printed from the final approved CADD files.

Whenever changes, additions or deletions from the original design are made during construction, they **will immediately** be noted on each of the as-built print set and in the as-built specification, as appropriate. **No other** marks, doodles, notes or annotations shall be put on these sets of as-built prints. All changes from the contract plans that are made in the work or additional information that might be uncovered in the course of construction will be accurately and neatly recorded as they occur by means of details and notes. All Changes and/or required additions to the paper prints will be clearly identified in color contrasting to blue or black, preferably **red**. The as-built print sets will be annotated in as much detail as necessary to clarify exactly what construction changes were performed.

The contract specifications contained detailed information for standard professional engineering drafting practices to be utilized in correcting the original contract mylar or electronic CAD drawings to show as-built conditions.

Subject to the approval of the Contracting Officer, a member of the Contractor's Quality Control Organization will be assigned the sole responsibility for the maintenance and currency of the as-built drawings. Any reassignment of duties concerning the maintenance of the as-built drawings will be promptly reported to the Contracting Officer.

CONTRACT CLOSEOUT

Procedures for Final Acceptance and Closeout submittals are addressed in the specifications. The contractor shall coordinate and plan for the following closeout activities:

1. Final Cleaning
2. Final Inspection
3. Closeout Submittals
4. Warranty Conference, Warranty Management Plan, and Written Warranties
5. Operation and Maintenance Manuals
6. As-Built Drawings and Submittals
7. Installed Property Lists (Real Property Equipment)
8. Closeout Conference with Contracting Officer and Customer

DOCUMENTS REQUIRED FOR FINAL PAYMENT

Documents required for final payment to be obtained (refer to contract) may include the following, but are not limited to:

1. As-built drawings (CAD Format) and specifications – 14 days before final inspection.
2. Maintenance/Operations Manuals – 30 days after approval of submittal.
3. Spare Parts List – 30 days after approval of submittal.
4. Guarantees and local representatives.
5. Test Reports – 30 days after approval of submittal.
6. Certified Payrolls (Prime Contractor and Subcontractors at all tiers).
7. Signed receipt for Government Furnished Property received.
8. Signed receipt for salvage turned in.
9. Contractor furnished and installed equipment list, DA Form 661, See EXHIBIT 16.
10. Contractor/Subcontractor OSHA Form 200.

11. Written Warranty of Construction.
12. Written Summary of Workman's Compensation Claims from the compensation insurance carrier (2 copies).

GLOSSARY OF COMMON ADMINISTRATIVE ACRONYMS

Administrative Contracting Officer (ACO)
Authorized Control Materials (ACM)

Computer Aided Drafting (CAD)
Contract Line Item (CLIN)
Contracting Officer's Representative (COR)
Corps of Engineers Guide Specification (CEGS)
Corps of Engineers, Military Programs (CEMP)
Corps of Engineers, Sacramento District (CESPK)
Critical Path Method (CPM)

Defense Material System (DMS)

EM 385-1-1, Corps of Engineers Health and Safety Requirements Manual
ENG Form 3394
Engineer Regulation (ER)
Engineering Form 4025 (ENG 4025)
Engineering Form 4288 (ENG 4288)

For Information Only (FIO)

Government Approval (GA)

Network Analysis System (NAS)

Operation and Maintenance Manuals (O&M)

Preconstruction Conference

Quality Control System (QCS)

Resident Management System (RMS)
Responsibility Code

Specification Production System (SpecsIntact)
Standard Data Exchange Format (SDEF)
Submittal Description (SD)

NAVFAC (Navy Facilities Command)

U.S. Army Corps of Engineers (USACE)

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CONSTRUCTION PROGRESS CHART
(EP 433.1-300)

REQUIREMENTS CONTROL SYMBOL

LEGEND

BAR: Scheduled progress to date of report

CURVES: Actual progress

SCHEDULED PROGRESS: Actual progress

6 SUBMITTED FOR APPROVAL	DATE
7 APPROVAL RECOMMENDED	DATE
8 APPROVED	DATE

9 CONTRACT DESCRIPTION

3 PROJECT	Ammo Building
4 LOCATION	Fort Netwin

1 CONTRACTOR	XYZ Corp.
2 CONTRACT NUMBER	DACA05-92-1001
PRINCIPAL CONTRACT NUMBER	

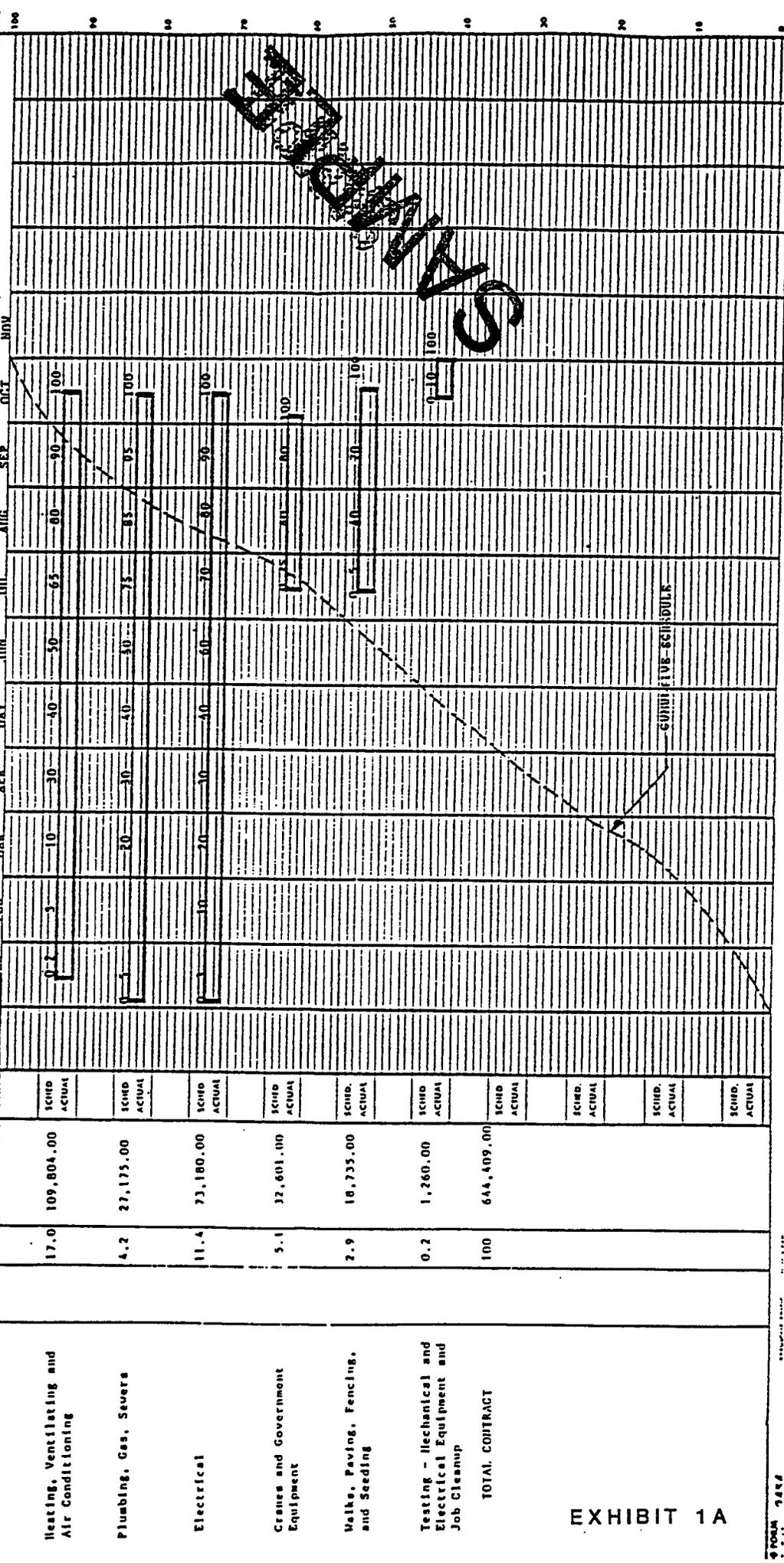


EXHIBIT 1A

PROMPT PAYMENT CERTIFICATION
UNDER FIXED-PRICE CONSTRUCTION CONTRACTS

(FAR Part 52, Section 52.232-5 & 52.232-27)

1. CONTRACTOR NAME AND ADDRESS		2. INVOICE DATE	
		3. CONTRACT NUMBER DACAO5-92-1001	
4. DESCRIPTION OF WORK OR SERVICES PERFORMED (e.g., see attached invoice)			
5. DELIVERY AND PAYMENT TERMS (e.g., prompt payment discount terms)			
6. NAME AND ADDRESS OF CONTRACTOR'S PAYMENT RECIPIENT		7. NAME, ADDRESS & PHONE NUMBER OF CONTRACTOR'S CONTACT FOR DEFECTIVE INVOICES	
8. CERTIFICATION: <i>I hereby certify, to the best of my knowledge and belief, that:</i> <i>a. The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;</i> <i>b. Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; and</i> <i>c. This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.</i>			
TYPED NAME AND TITLE			
SIGNATURE		DATE	
9. OTHER INFORMATION/DOCUMENTATION			

EXHIBIT 2

APPLICATION FOR PROGRESS PAYMENT

LUMP SUM BID SCHEDULE

XYZ Corp.

Estimate No. _____

JOB: Ammo Building

Period: _____ to _____

Fort Nerwin

Contract No. DACA05-92-1001

Date: _____

Description of Work	Category Amount	Breakdown Amount	% Complete	Prev. Billed	\$ this Period	Tot
Bid Item 1 - Admin Bldg	557,651					
Concrete work		42,800				
Steel Building		151,576				
Mill Work		34,400				
Aluminum Windows		37,000				
Drywall & Metal Studs		57,000				
Ceramic Tile		4,775				
Painting		9,500				
Acoustical Tile & Insul.		4,300				
Hollow Metal Doors & Frames		9,700				
Grading		2,200				
Plumbing		22,000				
Heat & Air Cond.		104,000				
Electrical		41,000				
Carpentry		16,500				
Floor Covering		7,200				
Finish Hardware		6,600				
Mobilization		7,100				
Bid Item 2 - Refuel Vehicle Fac	350,095					
Concrete Work		80,500				
Struct Steel & Steel Bldg		157,000				
Aluminum Windows		5,000				
Drywall & Metal Studs		26,800				
Ceramic Tile		1,295				
Overhead Doors		32,500				
Painting		14,900				
Finish Hardware/Toilet Acc		5,500				
Hollow Metal Doors/Frames		5,300				
Grading		2,500				
Plumbing		52,000				
Heat & Air Cond.		56,800				
Electrical		54,000				
Fire Sprinklers		15,000				
Carpentry		9,000				
Crane		27,000				
Mobilization		5,000				
Bid Item 3 - Auto Maint Shop	2,143,164					
Concrete Work		297,000				
Struct Metal & Misc Metal		68,000				
Masonry		26,000				
Steel Building		471,900				
Vehicle Rpr Equip		5,100				
Aluminum Windows		16,800				
Drywall & Metal Studs		109,000				
Ceramic Tile		7,950				

SAMPLE

EXHIBIT 3

APPLICATION FOR PROGRESS PAYMENT

UNIT PRICE BID SCHEDULE

XYZ Construction Company, Inc.

Estimate No. _____

Water Systems Modifications
Contract Number DACA05-92-1001

Period: _____ to _____

Date: _____

Item No.	Description of item	C O N T R A C T			COMPLETED TO DATE	
		Quantity	Unit Cost	Total Cost	Quantity	Total Cost
1	Water Line, 8 inch	2350 LF	\$ 25.00	\$58,750.00		
2	Water Line, 6 inch	510 LF	20.00	10,200.00		
3	Water Line, 4 inch	15 LF	15.00	225.00		
4	Water Line, 3 inch	60 LF	15.00	900.00		
5	Rigid Sleeve/Water Line	350 LF	10.00	3,500.00		
6	Fire Hydrant	4 EA	750.00	3,000.00		
7	Hose House	4 EA	600.00	2,400.00		
8	Shutoff Valves, 8 inch	5 EA	400.00	2,000.00		
9	Shutoff Valves, 6 inch	5 EA	300.00	1,500.00		
10	Shutoff Valves, 4 inch	1 EA	200.00	200.00		
11	Shutoff Valves, 3 inch	2 EA	200.00	400.00		
12	Valve Boxes	13 EA	150.00	1,950.00		
13	Valve Pit	1 EA	2,500.00	2,500.00		
14	Pressure Switches, Comp.	2 EA	150.00	300.00		
15	Irrigation System, Comp.	LUMP SUM		30,000.00		
	Excavation		9,000.00			
	Backfill		9,000.00			
	Materials		11,000.00			
	Testing		1,000.00			
16	Chain Link Fence	260 LF	20.00	5,200.00		
17	Pump Station Structure	LUMP SUM		50,000.00		
	Earthwork		5,000.00			
	Concrete		8,000.00			
	Mechanical		26,000.00			
	Electrical		11,000.00			
18	Vertical Turbine Pumps	2 EA	7,500.00	15,000.00		
19	Mechanical Work - General	LUMP SUM		20,000.00		
20	Electrical Work	LUMP SUM		23,815.00		
	TOTALS TO DATE			\$231,840.00		

SAMPLE

SIGNATURE: _____

EXHIBIT 3A

STATEMENT AND ACKNOWLEDGMENT

FORM APPROVED OMB NO
9000-0014

Public reporting burden for this collection of information is estimated to average .15 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0014), Washington, D.C. 20503.

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO.	2. DATE SUBCONTRACT AWARDED	3. SUBCONTRACT NUMBER
4. PRIME CONTRACTOR (Name, address and ZIP code)		5. SUBCONTRACTOR (Name, address and ZIP code)

6. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on date shown in Item 2 by (Name of Awarding Firm) _____

to the subcontractor identified in Item 5, for the following work:

7. PROJECT	8. LOCATION	
9. NAME AND TITLE OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

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

- | | |
|-------------------------------------|--------------------------------------|
| Contract Work Hours and Safety | Davis-Bacon Act |
| Standards Act - Overtime | Apprentices and Trainees |
| Compensation - Construction | Compliance with Copeland Regulations |
| Payrolls and Basic Records | Subcontracts |
| Withholding of Funds | Contract Termination-Debarment |
| Disputes Concerning Labor Standards | Certification of Eligibility |

13. NAMES OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

14. NAME AND TITLE OF PERSON SIGNING	15. BY (Signature)	16. DATE SIGNED
--------------------------------------	--------------------	-----------------

EXHIBIT 4

VALUE ENGINEERING CHANGE PROPOSAL FORM

(Contractor Required Information)

FROM XYZ Corp.	DATE 5 May 1992
TO Resident Engineer Northwest Resident Office	VCEP NO. 1
PROJECT Ammo-Building	CONTRACT NO. DACA05- DACA05-92-1001
LOCATION Fort Nerwin	

INFORMATION REQUIRED OF THE CONTRACTOR <i>(If answer to any of the following questions is 'YES', explain in Remarks below.)</i>		YES	NO
1. DOES THIS PROPOSED CHANGE AFFECT THE TIME OF COMPLETION OF THE CONTRACT AS STATED IN THE GENERAL CLAUSES?			X
2. HAS THE CONTRACTOR SUBMITTED THIS PROPOSED CHANGE PREVIOUSLY TO THIS OFFICE OR ANY OTHER GOVERNMENT AGENCY?			X
3. DOES THIS CHANGE AFFECT OTHER COSTS TO THE GOVERNMENT, SUCH AS GOVERNMENT-FURNISHED PROPERTY OR COSTS OF CONTRACT-RELATED ITEMS?			X
4. DOES THIS PROPOSED CHANGE INCREASE THE MAINTENANCE OR OPERATION COSTS OF ORIGINAL OR PROPOSED ITEMS?			X
5. IS A SUBCONTRACTOR INVOLVED IN THIS PROPOSED CHANGE TO THE ORIGINAL CONTRACT?			X
6. DOES THE CONTRACTOR INTEND TO RESTRICT THE GOVERNMENT'S RIGHT TO USE ANY DATA DESCRIBED IN THIS PROPOSED CHANGE?			X

CHANGES AND/OR REVISIONS TO DRAWINGS AND SPECIFICATIONS *(Attach applicable contract drawings and specifications, including contractor's or shop drawings or literature with all changes marked on the drawings and specifications.)*

REMARKS

Revise specification Section 15L-6.1 as follows: Manholes shall be field constructed concrete or pre-fabricated concrete type.

Section 15-6.2 delete.

SAMPLE

RECEIVED BY GOVERNMENT	GOVERNMENT REPRESENTATIVE	CONTRACTOR'S REPRESENTATIVE (Signature & Title)
------------------------	---------------------------	--

SUBMIT FIVE COPIES

VALUE ENGINEERING CHANGE PROPOSAL FORM

(Contractor Summary Submittal)

FROM XYZ Corp.	DATE 5 May 1992
TO Resident Engineer Northwest Resident Office	VECP NO. 1
PROJECT Ammo Building	CONTRACT NO. DACAO5-92-1001
LOCATION Fort Nerwin	

SUMMARY OF CHANGE (Description - Compare advantages and disadvantages)

<u>BEFORE</u>	<u>AFTER</u>
<i>(Sketch, when applicable)</i>	
Specification Section 15L required cast-in-place manholes for the steam lines.	Revise specification Section 15L to allow use of pre-cast manholes for the steam lines.

SAMPLE

NOTE: Cost breakdown conforming to Exhibit 9 must accompany all VECP submittals.

ESTIMATED COST SUMMARY (Costs shall be estimated in accordance with the change provisions contained in the General Clauses of the contract. Attach detailed estimate of savings.)

A. ORIGINAL	\$ 100,000
B. PROPOSED	50,000
C. CONSTRUCTION SAVINGS	50,000
D. GROSS SAVINGS (INCLUDING OH <u>12</u> % BOND <u>3/4</u> %)	56,375
E. LESS CONTRACTOR IMPLEMENTING COST	700
F. NET SAVINGS (ICS)	55,675
G. REDUCTION IN CONTRACT PRICE = (.45 ICS + .55 GC)	
COMPUTE () + ()	25,053.75

DATE BY WHICH A CHANGE ORDER MUST BE ISSUED
SO AS TO OBTAIN MAXIMUM COST REDUCTION: **12 Nov 19__**

RECEIVED BY GOVERNMENT	GOVERNMENT REPRESENTATIVE	CONTRACTOR'S REPRESENTATIVE
------------------------	---------------------------	-----------------------------

SAFETY EXPOSURE REPORT

(USACE Supplement 1 to AR 385-40)

DATE

INSTRUCTIONS

1. Enter the following exposure data:
 - a. Man hours worked per certified payroll report.
 - b. Month - Year
2. Report shall be delivered to the contracting officer's representative by 19th of each month.
3. Please check appropriate box:
 - Check if report is final.
 - Accidents during the month. (Lost Time Personal Injury and Property Damage)
List accidents on the back of the form. Indicate worker's name, date of accident and days lost for personal injury accidents.
 - Worker's Compensation Claim Report submitted. 50% 100%

THRU RESIDENT ENGINEER
 PROJECT ENGINEER
 PROJECT MANAGER (PARKS/LAKES ONLY)

TO

SAFETY & OCCUPATIONAL HEALTH OFFICE

SIGNATURE

PRIME CONTRACTOR NAME

SUB-CONTRACTOR NAME

XYZ Corp.

CONTRACT NUMBER

D A C A O 5 - 9 2 - C - 1 0 0 1

SITE LOCATION

F O R T N E R W I N

MAN HOURS

MONTH

YEAR

0 0 0 0 0 1 0 3 2 J U N 9 2

PREPARED BY (Typed Name and Title)

SIGNATURE

CERTIFIED BY CONTRACTOR PROJECT MANAGEMENT
(Typed Name and Title)

SIGNATURE

(For Safety Staff only)

REPORT NO.

EROC CODE

UNITED STATES ARMY CORPS OF ENGINEERS ACCIDENT INVESTIGATION REPORT (For Use of this Form See Attached Instructions and USACE Subd to AR 385-40)

REQUIREMENT CONTROL SYMBOL: CEEC-S-8(R2)

1 ACCIDENT CLASSIFICATION
PERSONNEL CLASSIFICATION: GOVERNMENT (CIVILIAN, MILITARY), CONTRACTOR, PUBLIC
INJURY/ILLNESS/FATAL: FATAL, OTHER
PROPERTY DAMAGE: FIRE INVOLVED, OTHER
MOTOR VEHICLE INVOLVED
DIVING

2 PERSONAL DATA
a. NAME (Last, First, MI)
b. AGE
c. SEX (MALE, FEMALE)
d. SOCIAL SECURITY NUMBER
e. GRADE
f. JOB SERIES/TITLE
g. DUTY STATUS AT TIME OF ACCIDENT (ON DUTY, TDY, OFF DUTY)
h. EMPLOYMENT STATUS AT TIME OF ACCIDENT (ARMY ACTIVE, ARMY RESERVE, VOLUNTEER, PERMANENT, FOREIGN NATIONAL, SEASONAL, TEMPORARY, STUDENT, OTHER)

3 GENERAL INFORMATION
a. DATE OF ACCIDENT (month/day/year)
b. TIME OF ACCIDENT (Military time)
c. EXACT LOCATION OF ACCIDENT
d. CONTRACTOR'S NAME (PRIME, SUBCONTRACTOR)
e. CONTRACT NUMBER (CIVIL WORKS, MILITARY, OTHER)
f. TYPE OF CONTRACT (CONSTRUCTION, SERVICE, A/E, DREDGE, OTHER)
g. HAZARDOUS/TOXIC WASTE ACTIVITY (SUPERFUND, DERP, IRP, OTHER)

4 CONSTRUCTION ACTIVITIES ONLY (Fill in line and corresponding code number in box from list - see instructions)
a. CONSTRUCTION ACTIVITY (CODE)
b. TYPE OF CONSTRUCTION EQUIPMENT (CODE)

5 INJURY / ILLNESS INFORMATION (Include name on line and corresponding code number in box for items e, f & g - see instructions)
a. SEVERITY OF ILLNESS / INJURY (CODE)
b. ESTIMATED DAYS LOST
c. ESTIMATED DAYS HOSPITALIZED
d. ESTIMATED DAYS RESTRICTED DUTY
e. BODY PART AFFECTED (PRIMARY, SECONDARY) (CODE)
f. NATURE OF ILLNESS / INJURY (CODE)
g. TYPE AND SOURCE OF INJURY/ILLNESS (TYPE, SOURCE) (CODE)

6 PUBLIC FATALITY (Fill in line and corresponding code number in box - see instructions)
a. ACTIVITY AT TIME OF ACCIDENT (CODE)
b. PERSONAL FLOATATION DEVICE USED? (YES, NO, N/A)

7 MOTOR VEHICLE ACCIDENT
a. TYPE OF VEHICLE (PICKUP/VAN, AUTOMOBILE, TRUCK, OTHER)
b. TYPE OF COLLISION (SIDE SWIPE, HEAD ON, REAR END, BROADSIDE, ROLL OVER, BACKING, OTHER)
c. SEAT BELTS (USED, NOT USED, NOT AVAILABLE) (FRONT SEAT, REAR SEAT)

8 PROPERTY/MATERIAL INVOLVED
a. NAME OF ITEM (1, 2, 3)
b. OWNERSHIP
c. \$ AMOUNT OF DAMAGE

9 VESSEL / FLOATING PLANT ACCIDENT (Fill in line and corresponding code number in box from list - see instructions)
a. TYPE OF VESSEL/FLOATING PLANT (CODE)
b. TYPE OF COLLISION/MISHAP (CODE)

10 ACCIDENT DESCRIPTION (Use additional paper, if necessary)

EXHIBIT 11 page 1

11. CAUSAL FACTOR(S) (Read Instruction Before Completing)

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

12. TRAINING

a. WAS PERSON TRAINED TO PERFORM ACTIVITY/TASK? <input type="checkbox"/> YES <input type="checkbox"/> NO	b. TYPE OF TRAINING. <input type="checkbox"/> CLASSROOM <input type="checkbox"/> ON JOB	c. DATE OF MOST RECENT FORMAL TRAINING. / / (Month) (Day) (Year)
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13. FULLY EXPLAIN WHAT ALLOWED OR CAUSED THE ACCIDENT; INCLUDE DIRECT AND INDIRECT CAUSES (See instruction for definition of direct and indirect causes.) (Use additional paper, if necessary)

a. DIRECT CAUSE

b. INDIRECT CAUSE(S)

14. ACTION(S) TAKEN, ANTICIPATED OR RECOMMENDED TO ELIMINATE CAUSE(S).

DESCRIBE FULLY:

15. DATES FOR ACTIONS IDENTIFIED IN BLOCK 14.

a. BEGINNING (Month/Day/Year) / /	b. ANTICIPATED COMPLETION (Month/Day/Year) / /		
c. SIGNATURE AND TITLE OF SUPERVISOR COMPLETING REPORT CORPS _____ CONTRACTOR _____	d. DATE (Mo/Da/Yr) / /	e. ORGANIZATION IDENTIFIER (Div, Br, Sect)	f. OFFICE SYMBOL

16. MANAGEMENT REVIEW (1st).

a. CONCUR b. NON CONCUR c. COMMENTS

SIGNATURE	TITLE	DATE
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17. MANAGEMENT REVIEW (2nd - Chief Operations, Construction, Engineering, etc.)

a. CONCUR b. NON CONCUR c. COMMENTS

SIGNATURE	TITLE	DATE
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18. SAFETY AND OCCUPATIONAL HEALTH OFFICE REVIEW

a. CONCUR b. NON CONCUR c. ADDITIONAL ACTIONS/COMMENTS:

SIGNATURE	TITLE	DATE
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19. COMMAND APPROVAL

COMMENTS

COMMANDER SIGNATURE	DATE
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INSTRUCTIONS FOR SECTION 13—CAUSES

- a. **DIRECT CAUSES**—The direct cause is that single factor which most directly lead to the accident. See examples below.
- b. **INDIRECT CAUSES**—Indirect causes are those factors which contributed to but did not directly initiate the occurrence of the accident.

Examples for section 13:

- a. Employee was dismantling scaffold and fell 12 feet from unguarded opening.
Direct cause: failure to provide fall protection at elevation.
Indirect causes: failure to enforce USACE safety requirements; improper training/motivation of employee (possibility that employee was not knowledgeable of USACE fall protection requirements or was lax in his attitude towards safety); failure to ensure provision of positive fall protection whenever elevated; failure to address fall protection during scaffold dismantling in phase hazard analysis.
- b. Private citizen had stopped his vehicle at intersection for red light when vehicle was struck in rear by USACE vehicle. (note USACE vehicle was in proper/safe working condition).
Direct cause: failure of USACE driver to maintain control of and stop USACE vehicle within safe distance.
Indirect cause: Failure of employee to pay attention to driving (defensive driving).

INSTRUCTIONS FOR SECTION 14—ACTION TO ELIMINATE CAUSE(S)

DESCRIPTION—Fully describe all the actions taken, anticipated, and recommended to eliminate the cause(s) and prevent reoccurrence of similar accidents/illnesses. Continue on blank sheets of paper if necessary to fully explain and attach to the completed report form.

INSTRUCTIONS FOR SECTION 15—DATES FOR ACTION

- a. **BEGIN DATE**—Enter the date when the corrective action(s) identified in Section 14 will begin.
- b. **COMPLETE DATE**—Enter the date when the corrective action(s) identified in Section 14 will be completed.
- c. **TITLE AND SIGNATURE**—Enter the title and signature of supervisor completing the accident report. For a **GOVERNMENT** employee accident/illness the immediate supervisor will complete and sign the report. For **PUBLIC** accidents the USACE Project Manager/Area Engineer responsible for the USACE property where the accident happened shall complete and sign the report. For **CONTRACTOR** accidents the Contractor's project manager shall complete and sign the report and provide to the USACE supervisor responsible for oversight of that contractor activity. This USACE Supervisor shall also sign the report. Upon entering the information required in 15.d, 15.e and 15.f below, the responsible USACE supervisor shall forward the report for management review as indicated in Section 16.
- d. **DATE SIGNED**—Enter the month, day, and year that the report was signed by the responsible supervisor.
- e. **ORGANIZATION NAME**—For **GOVERNMENT** employee accidents enter the USACE organization name (Division, Branch, Section, etc.) of the injured employee. For **PUBLIC** accidents enter the USACE organization name for the person identified in block 15.c. For **CONTRACTOR** accidents enter the USACE organization name for the USACE office responsible for providing contract administration oversight.

- f. **OFFICE SYMBOL**—Enter the latest complete USACE Office Symbol for the USACE organization identified in block 15.e.

INSTRUCTIONS FOR SECTION 16—MANAGEMENT REVIEW (1st)

1ST REVIEW—Each USACE FOA shall determine who will provide 1st management review. The responsible USACE supervisor in section 15.c shall forward the completed report to the USACE office designated as the 1st Reviewer by the FOA. Upon receipt, the Chief of the Office shall review the completed report, mark the appropriate box, provide substantive comments, sign, date, and forward to the FOA Staff Chief (2nd review) for review and comment.

INSTRUCTIONS FOR SECTION 17—MANAGEMENT REVIEW (2nd)

2ND REVIEW—The FOA Staff Chief (i.e., FOA Chief of Construction Operations, Engineering, Planning, etc.) shall mark the appropriate box, review the completed report, provide substantive comments, sign, date, and return to the FOA Safety and Occupational Health Office.

INSTRUCTIONS FOR SECTION 18—SAFETY AND OCCUPATIONAL HEALTH REVIEW

3RD REVIEW—The FOA Safety and Occupational Health Office shall review the completed report, mark the appropriate box, ensure that any inadequacies, discrepancies, etc. are rectified by the responsible supervisor and management reviewers, provide substantive comments, sign, date and forward to the FOA Commander for review comment, and signature.

INSTRUCTION FOR SECTION 19—COMMAND APPROVAL

4TH REVIEW—The FOA Commander shall (to include the person designated Acting Commander in his absence) review the completed report, comment if required, sign, date, and forward the report to the FOA Safety and Occupational Health Office. Signature authority shall not be delegated.

GENERAL. Complete a separate report for each person who was injured, caused, or contributed to the accident (excluding uninjured personnel and witnesses). Use of this form for reporting USACE employee first-aid type injuries not submitted to the Office of Workers' Compensation Programs (OWCP) shall be at the discretion of the FOA commander. Please type or print legibly. Appropriate items shall be marked with an "X" in box(es). If additional space is needed, provide the information on a separate sheet and attach to the completed form. Ensure that these instructions are forwarded with the completed report to the designated management reviewers indicated in sections 16. and 17.

INSTRUCTIONS FOR SECTION 1 — ACCIDENT CLASSIFICATION. (Mark All Boxes That Are Applicable.)

- a. **GOVERNMENT.** Mark "CIVILIAN" box if accident involved government civilian employee; mark "MILITARY" box if accident involved U.S. military personnel.
 - (1) **INJURY/ILLNESS/FATALITY**—Mark if accident resulted in any government civilian employee injury, illness, or fatality that requires the submission of OWCP Forms CA-1 (injury), CA-2 (illness), or CA-6 (fatality) to OWCP; mark if accident resulted in military personnel lost-time or fatal injury or illness.
 - (2) **PROPERTY DAMAGE**—Mark the appropriate box if accident resulted in any damage of \$1000 or more to government property (including motor vehicles).
 - (3) **VEHICLE INVOLVED**—Mark if accident involved a motor vehicle, regardless of whether "INJURY/ILLNESS/FATALITY" or "PROPERTY DAMAGE" are marked.
 - (4) **DIVING ACTIVITY**—Mark if the accident involved an in-house USACE diving activity.
- b. **CONTRACTOR.**
 - (1) **INJURY/ILLNESS/FATALITY**—Mark if accident resulted in any contractor lost-time injury/illness or fatality.
 - (2) **PROPERTY DAMAGE**—Mark the appropriate box if accident resulted in any damage of \$1000 or more to contractor property (including motor vehicles).
 - (3) **VEHICLE INVOLVED**—Mark if accident involved a motor vehicle, regardless of whether "INJURY/ILLNESS/FATALITY" or "PROPERTY DAMAGE" are marked.
 - (4) **DIVING ACTIVITY**—Mark if the accident involved a USACE Contractor diving activity.
- c. **PUBLIC.**
 - (1) **INJURY/ILLNESS/FATALITY**—Mark if accident resulted in public fatality or permanent total disability. (The "OTHER" box will be marked when requested by the FOA to report an unusual non-fatal public accident that could result in claims against the government or as otherwise directed by the FOA Commander).
 - (2) **VOID SPACE**—Make no entry.
 - (3) **VEHICLE INVOLVED**—Mark if accident resulted in a fatality to a member of the public and involved a motor vehicle, regardless of whether "INJURY/ILLNESS/FATALITY" is marked.
 - (4) **VOID SPACE**—Make no entry.

INSTRUCTIONS FOR SECTION 2 — PERSONAL DATA

- a. **NAME**—(MANDATORY FOR GOVERNMENT ACCIDENTS. OPTIONAL AT THE DISCRETION OF THE FOA COMMANDER FOR CONTRACTOR AND PUBLIC ACCIDENTS). Enter last name, first name, middle initial of person involved.
- b. **AGE**—Enter age.
- c. **SEX**—Mark appropriate box.
- d. **SOCIAL SECURITY NUMBER**—(FOR GOVERNMENT PERSONNEL ONLY) Enter the social security number (or other personal identification number if no social security number issued).
- e. **GRADE**—(FOR GOVERNMENT PERSONNEL ONLY) Enter pay grade. Example: O-6; E-7; WG-8; WS-12; GS-11; etc.

- f. **JOB SERIES/TITLE**—For government civilian employees enter the pay plan, full series number, and job title, e.g. GS-0810/Civil Engineer. For military personnel enter the primary military occupational specialty (PMOS), e.g., 15A30 or 11G50. For contractor employees enter the job title assigned to the injured person, e.g. carpenter, laborer, surveyor, etc.,
- g. **DUTY STATUS**—Mark the appropriate box.
 - (1) **ON DUTY**—Person was at duty station during duty hours or person was away from duty station during duty hours but on official business at time of the accident.
 - (2) **TDY** - Person was on official business, away from the duty station and with travel orders at time of accident. Line-of-duty investigation required.
 - (3) **OFF DUTY** - Person was not on official business at time of accident
- h. **EMPLOYMENT STATUS**—(FOR GOVERNMENT PERSONNEL ONLY) Mark the most appropriate box. If "OTHER" is marked, specify the employment status of the person.

INSTRUCTION FOR SECTION 3 — GENERAL INFORMATION

- a. **DATE OF ACCIDENT**—Enter the month, day, and year of accident.
- b. **TIME OF ACCIDENT**—Enter the local time of accident in military time. Example: 1430 hrs (not 2:30 p.m.).
- c. **EXACT LOCATION OF ACCIDENT**—Enter facts needed to locate the accident scene. (installation/project name, building number, street, direction and distance from closest landmark, etc.,).
- d. **CONTRACTOR NAME**
 - (1) **PRIME**—Enter the exact name (title of firm) of the prime contractor.
 - (2) **SUBCONTRACTOR**—Enter the name of any subcontractor involved in the accident.
- e. **CONTRACT NUMBER**—Mark the appropriate box to identify if contract is civil works, military, or other: if "OTHER" is marked, specify contract appropriation on line provided. Enter complete contract number of prime contract, e.g., DACW 09-85-C-0100.
- f. **TYPE OF CONTRACT**—Mark appropriate box. A/E means architect/engineer. If "OTHER" is marked, specify type of contract on line provided.
- g. **HAZARDOUS/TOXIC WASTE ACTIVITY (HTW)**—Mark the box to identify the HTW activity being performed at the time of the accident. For Superfund, DERP, and Installation Restoration Program (IRP) HTW activities include accidents that occurred during inventory, predesign, design, and construction. For the purpose of accident reporting, DERP Formerly Used DoD Site (FUDS) activities and IRP activities will be treated separately. For Civil Works O&M HTW activities mark the "OTHER" box.

INSTRUCTIONS FOR SECTION 4 — CONSTRUCTION ACTIVITIES

- a. **CONSTRUCTION ACTIVITY**—Select the most appropriate construction activity being performed at time of accident from the list below. Enter the activity name and place the corresponding code number identified in the box.

CONSTRUCTION ACTIVITY LIST

- | | |
|-------------------------|----------------------------|
| 1. MOBILIZATION | 14. ELECTRICAL |
| 2. SITE PREPARATION | 15. SCAFFOLDING/ACCESS |
| 3. EXCAVATION/TRENCHING | 16. MECHANICAL |
| 4. GRADING (EARTHWORK) | 17. PAINTING |
| 5. PIPING/UTILITIES | 18. EQUIPMENT/MAINTENANCE |
| 6. FOUNDATION | 19. TUNNELING |
| 7. FORMING | 20. WAREHOUSING/STORAGE |
| 8. CONCRETE PLACEMENT | 21. PAVING EXHIBIT 11 |
| 9. STEEL ERECTION | 22. FENCING page 4 |
| 10. ROOFING | 23. SIGNING |
| 11. FRAMING | 24. LANDSCAPING/IRRIGATION |
| 12. MASONRY | 25. INSULATION |
| 13. CARPENTRY | 26. DEMOLITION |

b. TYPE OF CONSTRUCTION EQUIPMENT — Select the equipment involved in the accident from the list below. Enter the name and place the corresponding code number identified in the box. If equipment is not included below, use code 24, "OTHER", and write in specific type of equipment.

CONSTRUCTION EQUIPMENT

- | | |
|------------------------------------|--------------------------------|
| 1. GRADER | 13. DUMP TRUCK (OFF HIGHWAY) |
| 2. DRAGLINE | 14. TRUCK (OTHER) |
| 3. CRANE (ON VESSEL/BARGE) | 15. FORKLIFT |
| 4. CRANE (TRACKED) | 16. BACKHOE |
| 5. CRANE (RUBBER TIRE) | 17. FRONT-END LOADER |
| 6. CRANE (VEHICLE MOUNTED) | 18. PILE DRIVER |
| 7. CRANE (TOWER) | 19. TRACTOR (UTILITY) |
| 8. SHOVEL | 20. MANLIFT |
| 9. SCRAPER | 21. DOZER |
| 10. PUMP TRUCK (CONCRETE) | 22. DRILL RIG |
| 11. TRUCK (CONCRETE/TRANSIT MIXER) | 23. COMPACTOR/VIBRATORY ROLLER |
| 12. DUMP TRUCK (HIGHWAY) | 24. OTHER |

INSTRUCTIONS FOR SECTION 5 — INJURY/ILLNESS INFORMATION

a. SEVERITY OF INJURY / ILLNESS - Reference para 2-10 of USACE Suppl 1 to AR 385-40 and enter code and description from list below.

- NOI NO INJURY
- FAT FATALITY
- PTL PERMANENT TOTAL DISABILITY
- PPR PERMANENT PARTIAL DISABILITY
- LWD LOST WORKDAY CASE INVOLVING DAYS AWAY FROM WORK
- NLW RECORDABLE CASE WITHOUT LOST WORKDAYS
- RFA RECORDABLE FIRST AID CASE
- NRI NON-RECORDABLE INJURY

- b. ESTIMATED DAYS LOST — Enter the estimated number of workdays the person will lose from work.
- c. ESTIMATED DAYS HOSPITALIZED — Enter the estimated number of workdays the person will be hospitalized.
- d. ESTIMATED DAYS RESTRICTED DUTY — Enter the estimated number of workdays the person, as a result of the accident, will not be able to perform all of their regular duties.
- e. BODY PART AFFECTED — Select the most appropriate primary and when applicable, secondary body part affected from the list below. Enter body part name on line and place the corresponding code letters identifying that body part in the box.

GENERAL BODY AREA	CODE	BODY PART NAME
ARM/WRIST	AB	ARM AND WRIST
	AS	ARM OR WRIST
TRUNK, EXTERNAL MUSCULATURE	B1	SINGLE BREAST
	B2	BOTH BREASTS
	B3	SINGLE TESTICLE
	B4	BOTH TESTICLES
	BA	ABDOMEN
	BC	CHEST
	BL	LOWER BACK
	BP	PENIS
	BS	SIDE
	BU	UPPER BACK
	BW	WAIST
	BZ	TRUNK OTHER
HEAD, INTERNAL	C1	SINGLE EAR INTERNAL
	C2	BOTH EARS INTERNAL
	C3	SINGLE EYE INTERNAL
	C4	BOTH EYES INTERNAL
	CB	BRAIN
	CC	CRANIAL BONES
	CD	TEETH
	CJ	JAW
	CL	THROAT, LARYNX
	CM	MOUTH

	CN	NOSE
	CR	THROAT, OTHER
	CT	TONGUE
	CZ	HEAD OTHER INTERNAL
ELBOW	EB	BOTH ELBOWS
	ES	SINGLE ELBOW
FINGER	F1	FIRST FINGER
	F2	BOTH FIRST FINGERS
	F3	SECOND FINGER
	F4	BOTH SECOND FINGERS
	F5	THIRD FINGER
	F6	BOTH THIRD FINGERS
	F7	FOURTH FINGER
	F8	BOTH FOURTH FINGERS
TOE	G1	GREAT TOE
	G2	BOTH GREAT TOES
	G3	TOE OTHER
	G4	TOES OTHER
HEAD, EXTERNAL	H1	EYE EXTERNAL
	H2	BOTH EYES EXTERNAL
	H3	EAR EXTERNAL
	H4	BOTH EARS EXTERNAL
	HC	CHIN
	HF	FACE
	HK	NECK/THROAT
	HM	MOUTH/LIPS
	HN	NOSE
	HS	SCALP
KNEE	KB	BOTH KNEES
	KS	KNEE
LEG, HIP, ANKLE, BUTTOCK	LB	BOTH LEGS/HIPS/ ANKLES/BUTTOCKS
	LS	SINGLE LEG/HIP ANKLE/BUTTOCK
HAND	MB	BOTH HANDS
	MS	SINGLE HAND
FOOT	PB	BOTH FEET
	PS	SINGLE FOOT
TRUNK, BONES	R1	SINGLE COLLAR BONE
	R2	BOTH COLLAR BONES
	R3	SHOULDER BLADE
	R4	BOTH SHOULDER BLADES
	RB	RIB
	RS	STERNUM (BREAST BONE)
	RV	VERTEBRAE (SPINE; DISC)
	RZ	TRUNK BONES OTHER
SHOULDER	SB	BOTH SHOULDERS
	SS	SINGLE SHOULDER
THUMB	TB	BOTH THUMBS
	TS	SINGLE THUMB
TRUNK, INTERNAL ORGANS	V1	LUNG, SINGLE
	V2	LUNGS, BOTH
	V3	KIDNEY, SINGLE
	V4	KIDNEYS, BOTH
	VH	HEART
	VL	LIVER
	VR	REPRODUCTIVE ORGANS
	VS	STOMACH
	VV	INTESTINES
	VZ	TRUNK, INTERNAL; OTHER

f. NATURE OF INJURY/ILLNESS - Select the most appropriate nature of injury / illness from the list below. This nature of injury / illness shall correspond to the primary body part selected in 5e, above. Enter the nature of injury / illness name on the line and place the corresponding CODE letters in the box provided.

* The injury or condition selected below must be caused by a specific incident or event which occurred during a single work day or shift.

GENERAL NATURE CATEGORY	CODE	NATURE OF INJURY NAME
TRAUMATIC INJURY OR DISABILITY	TA	AMPUTATION
	TB	BACK STRAIN.
	TC	CONTUSION; BRUISE; ABRASION
	TD	DISLOCATION
	TF	FRACTURE
	TH	HERNIA
	TK	CONCUSSION
	TL	LACERATION, CUT
	TP	PUNCTURE
	TS	STRAIN, MULTIPLE
	TU	BURN, SCALD, SUNBURN
	TI	TRAUMATIC SKIN DISEASES/ CONDITIONS INCLUDING DERMATITIS
	TR	TRAUMATIC RESPIRATORY DISEASE
	TQ	TRAUMATIC FOOD POISONING
	TW	TRAUMATIC TUBERCULOSIS
	TX	TRAUMATIC VIROLOGICAL/ INFECTIVE/PARASITIC DISEASE
	T1	TRAUMATIC CEREBRAL VASCULAR CONDITION/STROKE
	T2	TRAUMATIC HEARING LOSS
T3	TRAUMATIC HEART CONDITION	
T4	TRAUMATIC MENTAL DISORDER; STRESS; NERVOUS CONDITION	
T8	TRAUMATIC INJURY - OTHER (EXCEPT DISEASE, ILLNESS)	

**A nontraumatic physiological harm or loss of capacity produced by systemic infection; continued or repeated stress or strain; exposure to toxins, poisons, fumes, etc.; or other continued and repeated exposures to conditions of the work environment over a long period of time. For practical purposes, an occupational illness/disease or disability is any reported condition which does not meet the definition of traumatic injury or disability as described above.

GENERAL NATURE CATEGORY	CODE	NATURE OF INJURY NAME
**NON-TRAUMATIC ILLNESS/DISEASE OR DISABILITY		
RESPIRATORY DISEASE	RA	ASBESTOSIS
	RB	BRONCHITIS
	RE	EMPHYSEMA
	RP	PNEUMOCOCCOSIS
	RS	SILICOSIS
	R9	RESPIRATORY DISEASE, OTHER
VIROLOGICAL INFECTIVE & PARASITIC DISEASES	VB	BRUCELOSIS
	VC	COCCIDIOMYCOSIS
	VF	FOOD POISONING
	VH	HEPATITIS
	VM	MALARIA
	VS	STAPHYLOCOCCUS
	VT	TUBERCULOSIS
	V9	VIROLOGICAL/INFECTIVE/ PARASITIC-OTHER
	DISABILITY, OCCUPATIONAL	DA
DB		BACK STRAIN, BACK SPRAIN
DC		CEREBRAL VASCULAR CONDITION; STROKE
DD		ENDEMIC DISEASE (OTHER THAN CODE TYPES R&S)
DE		EFFECT OF ENVIRONMENTAL CONDITION
DH		HEARING LOSS
DK		HEART CONDITION
DM		MENTAL DISORDER, EMOTIONAL STRESS NERVOUS CONDITION
DR		RADIATION
DS		STRAIN, MULTIPLE
DU		ULCER
DV		OTHER VASCULAR CONDITIONS
D9		DISABILITY, OTHER

GENERAL NATURE CATEGORY	CODE	NATURE OF INJURY NAME
SKIN DISEASE OR CONDITION	SB	BIOLOGICAL
	SC	CHEMICAL
	S9	DERMATITIS, UNCLASSIFIED

g. TYPE AND SOURCE OF INJURY/ILLNESS (CAUSE) - Type and Source Codes are used to describe what caused the incident. The Type Code stands for an ACTION and the Source Code for an OBJECT or SUBSTANCE. Together, they form a brief description of how the incident occurred. Where there are two different sources, code the initiating source of the incident (see example 1, below). Examples:

(1) An employee tripped on carpet and struck his head on a desk.
TYPE: 210 (fell on same level) SOURCE: 0110 (walking/working surface)

NOTE: This example would NOT be coded 120 (struck against) and 0140 (furniture).

(2) A Park Ranger contracted dermatitis from contact with poison ivy/oak.
TYPE: 510 (contact) SOURCE: 0920 (plant)

(3) A lock and dam mechanic punctured his finger with a metal sliver while grinding a turbine blade.
TYPE: 410 (punctured by) SOURCE: 0830 (metal)

(4) An employee was driving a government vehicle when it was struck by another vehicle.
TYPE: 800 (traveling in) SOURCE: 0421 (government-owned vehicle, as driver)

NOTE: The Type Code 800, "Traveling In" is different from the other type codes in that its function is not to identify factors contributing to the injury or fatality, but rather to collect data on the type of vehicle the employee was operating or traveling in at the time of the incident.

Select the most appropriate TYPE and SOURCE identifier from the list below and enter the name on the line and the corresponding code in the appropriate box.

CODE	TYPE OF INJURY NAME
	STRUCK
0110	STRUCK BY
0111	STRUCK BY FALLING OBJECT
0120	STRUCK AGAINST
	FELL, SLIPPED, TRIPPED
0210	FELL ON SAME LEVEL
0220	FELL ON DIFFERENT LEVEL
0230	SLIPPED, TRIPPED (NO FALL)
	CAUGHT
0310	CAUGHT ON
0320	CAUGHT IN
0330	CAUGHT BETWEEN
	PUNCTURED, LACERATED
0410	PUNCTURED BY
0420	CUT BY
0430	STUNG BY
0440	BITTEN BY
	CONTACTED
0510	CONTACTED WITH (INJURED PERSON MOVING)
0520	CONTACTED BY (OBJECT WAS MOVING)
	EXERTED
0610	LIFTED, STRAINED BY (SINGLE ACTION)
0620	STRESSED BY (REPEATED ACTION)
	EXPOSED
0710	INHALED
0720	INGESTED
0730	ABSORBED
0740	EXPOSED TO
0800	TRAVELING IN
CODE	SOURCE OF INJURY NAME
0100	BUILDING OR WORKING AREA
0110	WALKING/WORKING SURFACE (FLOOR, STREET, SIDEWALKS, ETC)
0120	STAIRS, STEPS
0130	LADDER
0140	FURNITURE, FURNISHINGS, OFFICE EQUIPMENT
0150	BOILER, PRESSURE VESSEL
0160	EQUIPMENT LAYOUT (ERGONOMIC)
0170	WINDOWS, DOORS
0180	ELECTRICITY

EXHIBIT 11

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CODE	SOURCE OF INJURY NAME
0200	ENVIRONMENTAL CONDITION
0210	TEMPERATURE EXTREME (INDOOR)
0220	WEATHER (ICE, RAIN, HEAT, ETC.)
0230	FIRE, FLAME, SMOKE (NOT TOBACCO)
0240	NOISE
0250	RADIATION
0260	LIGHT
0270	VENTILATION
0271	TOBACCO SMOKE
0280	STRESS (EMOTIONAL)
0290	CONFINED SPACE
0300	MACHINE OR TOOL
0310	HAND TOOL (POWERED: SAW, GRINDER, ETC.)
0320	HAND TOOL (NONPOWERED)
0330	MECHANICAL POWER TRANSMISSION APPARATUS
0340	GUARD, SHIELD (FIXED, MOVEABLE, INTERLOCK)
0350	VIDEO DISPLAY TERMINAL
0360	PUMP, COMPRESSOR, AIR PRESSURE TOOL
0370	HEATING EQUIPMENT
0380	WELDING EQUIPMENT
0400	VEHICLE
0411	AS DRIVER OF PRIVATELY OWNED/RENTAL VEHICLE
0412	AS PASSENGER OF PRIVATELY OWNED/RENTAL VEHICLE
0421	DRIVER OF GOVERNMENT VEHICLE
0422	PASSENGER OF GOVERNMENT VEHICLE
0430	COMMON CARRIER (AIRLINE, BUS, ETC.)
0440	AIRCRAFT (NOT COMMERCIAL)
0450	BOAT, SHIP, BARGE
0500	MATERIAL HANDLING EQUIPMENT
0510	EARTHMOVER (TRACTOR, BACKHOE, ETC.)
0520	CONVEYOR (FOR MATERIAL AND EQUIPMENT)
0530	ELEVATOR, ESCALATOR, PERSONNEL HOIST
0540	HOIST, SLING CHAIN, JACK
0550	CRANE
0551	FORKLIFT
0560	HANDTRUCK, DOLLY
0600	DUST, VAPOR, ETC.
0610	DUST (SILICA, COAL, ETC.)
0620	FIBERS
0621	ASBESTOS
0630	GASES
0631	CARBON MONOXIDE
0640	MIST, STEAM, VAPOR, FUME
0641	WELDING FUMES
0650	PARTICLES (UNIDENTIFIED)
0700	CHEMICAL PLASTIC, ETC.
0711	DRY CHEMICAL—CORROSIVE
0712	DRY CHEMICAL—TOXIC
0713	DRY CHEMICAL—EXPLOSIVE
0714	DRY CHEMICAL—FLAMMABLE
0721	LIQUID CHEMICAL—CORROSIVE
0722	LIQUID CHEMICAL—TOXIC
0723	LIQUID CHEMICAL—EXPLOSIVE
0724	LIQUID CHEMICAL—FLAMMABLE
0730	PLASTIC
0740	WATER
0750	MEDICINE
0800	INANIMATE OBJECT
0810	BOX, BARREL, ETC.
0820	PAPER
0830	METAL ITEM, MINERAL
0831	NEEDLE
0840	GLASS
0850	SCRAP, TRASH
0860	WOOD
0870	FOOD
0880	CLOTHING, APPAREL, SHOES
0900	ANIMATE OBJECT
0911	DOG
0912	OTHER ANIMAL
0920	PLANT
0930	INSECT
0940	HUMAN (VIOLENCE)
0950	HUMAN (COMMUNICABLE DISEASE)
0960	BACTERIA, VIRUS (NOT HUMAN CONTACT)

CODE	SOURCE OF INJURY NAME
1000	PERSONAL PROTECTIVE EQUIPMENT
1010	PROTECTIVE CLOTHING, SHOES, GLASSES, GOGGLES
1020	RESPIRATOR, MASK
1021	DIVING EQUIPMENT
1030	SAFETY BELT, HARNESS
1040	PARACHUTE

INSTRUCTIONS FOR SECTION 6 — PUBLIC FATALITY

a. **ACTIVITY AT TIME OF ACCIDENT**—Select the activity being performed at the time of the accident from the list below. Enter the activity name on the line and the corresponding number in the box. If the activity performed is not identified on the list, select from the most appropriate primary activity area (water related, non-water related or other activity), the code number for "Other", and write in the activity being performed at the time of the accident.

WATER RELATED RECREATION

- | | |
|-----------------------------------|--|
| 1. Sailing | 9. Swimming/designated area |
| 2. Boating—powered | 10. Swimming/other area |
| 3. Boating—unpowered | 11. Underwater activities (skin diving, scuba, etc.) |
| 4. Water skiing | 12. Wading |
| 5. Fishing from boat | 13. Attempted rescue |
| 6. Fishing from bank dock or pier | 14. Hunting from boat |
| 7. Fishing while wading | 15. Other |
| 8. Swimming/supervised area | |

NON-WATER RELATED RECREATION

- | | |
|--|---|
| 16. Hiking and walking | 23. Sports/summer (baseball, football, etc.) |
| 17. Climbing (general) | 24. Sports/winter (skiing, sledding, snowmobiling etc.) |
| 18. Camping/picnicking authorized area | 25. Cycling (bicycle, motorcycle, scooter) |
| 19. Camping/picnicking unauthorized area | 26. Gliding |
| 20. Guided tours | 27. Parachuting |
| 21. Hunting | 28. Other non-water related |
| 22. Playground equipment | |

OTHER ACTIVITIES

- | | |
|--|----------------------------------|
| 29. Unlawful acts (fights, riots, vandalism, etc.) | 33. Sleeping |
| 30. Food preparation/serving | 34. Pedestrian struck by vehicle |
| 31. Food consumption | 35. Pedestrian other acts |
| 32. Housekeeping | 36. Suicide |
| | 37. "Other" activities |

b. **PERSONAL FLOTATION DEVICE USED**—If fatality was water-related was the victim wearing a person flotation device? Mark the appropriate box.

INSTRUCTIONS FOR SECTION 7—MOTOR VEHICLE ACCIDENT

a. **TYPE OF VEHICLE**—Mark appropriate box for each vehicle involved. If more than one vehicle of the same type is involved, mark both halves of the appropriate box. USACE vehicle(s) involved shall be marked in left half of appropriate box.

b. **TYPE OF COLLISION**—Mark appropriate box.

c. **SEAT BELT**—Mark appropriate box.

INSTRUCTIONS FOR SECTION 8—PROPERTY/MATERIAL INVOLVED

a. **NAME OF ITEM**—Describe all property involved in accident. Property/material involved means material which is damaged or whose use or misuse contributed to the accident. Include the name, type, model; also include the National Stock Number (NSN) whenever applicable.

b. **OWNERSHIP**—Enter ownership for each item listed. (Enter one of the following: *USACE*; *OTHER GOVERNMENT*; *CONTRACTOR*; *PRIVATE*)

c. **\$ AMOUNT OF DAMAGE**—Enter the total estimated dollar amount of damage (parts and labor), if any.

EXHIBIT 11

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INSTRUCTIONS FOR SECTION 9 — VESSEL/ FLOATING PLANT ACCIDENT

- a. TYPE OF VESSEL/FLOATING PLANT — Select the most appropriate vessel/floating plant from list below. Enter name and place corresponding number in box. If item is not listed below, enter item number for "OTHER" and write in specific type of vessel/floating plant.

VESSEL/FLOATING PLANTS

- | | |
|------------------------|----------------------------|
| 1. ROW BOAT | 7. DREDGE/DIPPER |
| 2. SAIL BOAT | 8. DREDGE/CLAMSHELL BUCKET |
| 3. MOTOR BOAT | 9. DREDGE/PIPE LINE |
| 4. BARGE | 10. DREDGE/DUST PAN |
| 5. DREDGE/HOPPER | 11. TUG BOAT |
| 6. DREDGE/SIDE CASTING | 12. OTHER |

- b. COLLISION/MISHAP — Select from the list below the object(s) that contributed to the accident or were damaged in the accident.

COLLISION/MISHAP

- | | |
|-----------------------------|-----------------------|
| 1. COLLISION W/OTHER VESSEL | 7. HAULAGE UNIT |
| 2. UPPER GUIDE WALL | 8. BREAKING TOW |
| 3. UPPER LOCK GATES | 9. TOW BREAKING UP |
| 4. LOCK WALL | 10. SWEEP DOWN ON DAM |
| 5. LOWER LOCK GATES | 11. BUOY/DOLPHIN/CELL |
| 6. LOWER GUIDE WALL | 12. WHARF OR DOCK |
| | 13. OTHER |

INSTRUCTIONS FOR SECTION 10 — ACCIDENT DESCRIPTION

DESCRIBE ACCIDENT — Fully describe the accident. Give the sequence of events that describe what happened leading up to and including the accident. Fully identify personnel and equipment involved and their role(s) in the accident. Ensure that relationships between personnel and equipment are clearly specified. Continue on blank sheets if necessary and attach to this report.

INSTRUCTIONS FOR SECTION 11 — CAUSAL FACTORS

- a. Review thoroughly. Answer each question by marking the appropriate block. If any answer is yes, explain in item 13 below. Consider, as a minimum, the following:

- (1) DESIGN — Did inadequacies associated with the building or work site play a role? Would an improved design or layout of the equipment or facilities reduce the likelihood of similar accidents? Were the tools or other equipment designed and intended for the task at hand?
- (2) INSPECTION/MAINTENANCE — Did inadequately or improperly maintained equipment, tools, workplace, etc. create or worsen any hazards that contributed to the accident? Would better equipment, facility, work site or work activity inspections have helped avoid the accident?
- (3) PERSON'S PHYSICAL CONDITION — Do you feel that the accident would probably not have occurred if the employee was in "good" physical condition? If the person involved in the accident had been in better physical condition, would the accident have been less severe or avoided altogether? Was over exertion a factor?
- (4) OPERATING PROCEDURES — Did a lack of or inadequacy within established operating procedures contribute to the accident? Did any aspect of the procedures introduce any hazard to, or increase the risk associated with the work process? Would establishment or improvement of operating procedures reduce the likelihood of similar accidents?
- (5) JOB PRACTICES — Were any of the provisions of the Safety and Health Requirements Manual (EM 385-1-1) violated? Was the task being accomplished in a manner which was not in compliance with an established job hazard analysis or activity hazard analysis? Did any established job practice (including EM 385-1-1) fail to adequately address the task or work process? Would better job practices improve the safety of the task?

- (6) HUMAN FACTORS — Was the person under undue stress (either internal or external to the job)? Did the task tend toward overloading the capabilities of the person; i.e., did the job require tracking and reacting to many external inputs such as displays, alarms, or signals? Did the arrangement of the workplace tend to interfere with efficient task performance? Did the task require reach, strength, endurance, agility, etc., at or beyond the capabilities of the employee? Was the work environment ill-adapted to the person? Did the person need more training, experience, or practice in doing the task? Was the person inadequately rested to perform safely?

- (7) ENVIRONMENTAL FACTORS — Did any factors such as moisture, humidity, rain, snow, sleet, hail, ice, fog, cold, heat, sun, temperature changes, wind, tides, floods, currents, dust, mud, glare, pressure changes, lightning, etc., play a part in the accident?

- (8) CHEMICAL AND PHYSICAL AGENT FACTORS — Did exposure to chemical agents (either single shift exposure or long-term exposure) such as dusts, fibers (asbestos, etc.), silica, gases (carbon monoxide, chlorine, etc.), mists, steam, vapors, fumes, smoke, other particulates, liquid or dry chemicals that are corrosive, toxic, explosive or flammable, by-products of combustion or physical agents such as noise, ionizing radiation, non-ionizing radiation (UV radiation created during welding, etc.) contribute to the accident/incident?

- (9) OFFICE FACTORS — Did the fact that the accident occurred in an office setting or to an office worker have a bearing on its cause? For example, office workers tend to have less experience and training in performing tasks such as lifting office furniture. Did physical hazards within the office environment contribute to the hazard?

- (10) SUPPORT FACTORS — Was the person using an improper tool for the job? Was inadequate time available or utilized to safely accomplish the task? Were less than adequate personnel resources (in terms of employee skills, number of workers, and adequate supervision) available to get the job done properly? Was funding available, utilized, and adequate to provide proper tools, equipment, personnel, site preparation, etc?

- (11) PERSONAL PROTECTIVE EQUIPMENT — Did the person fail to use appropriate personal protective equipment (gloves, eye protection, hard-toed shoes, respirator, etc.) for the task or environment? Did protective equipment provided or worn fail to provide adequate protection from the hazard(s)? Did lack of or inadequate maintenance of protective gear contribute to the accident?

- (12) DRUGS/ALCOHOL — Is there any reason to believe the person's mental or physical capabilities, judgement, etc., were impaired or altered by the use of drugs or alcohol? Consider the effects of prescription medicine and over the counter medications as well as illicit drug use. Consider the effect of drug or alcohol induced "hangovers".

- b. WRITTEN JOB/ACTIVITY HAZARD ANALYSIS — Was a written Job/Activity Hazard Analysis completed for the task being performed at the time of the accident? Mark the appropriate box. If one was performed, attach a copy of the analysis to the report.

INSTRUCTIONS FOR SECTION 12 — TRAINING

- a. WAS PERSON TRAINED TO PERFORM ACTIVITY/TASK? — For the purpose of this section "trained" means the person has been provided the necessary information (either formal and/or on-the-job (OJT) training) to competently perform the activity/task in a safe and healthful manner.
- b. TYPE OF TRAINING — Mark the appropriate box that best indicates the type of training; (classroom or on-the-job) that the injured person received before the accident happened.
- c. DATE OF MOST RECENT TRAINING — Enter the month, day, and year of the last formal training completed that covered the activity-task being performed at the time of the accident.

INSTRUCTION FOR PREPARATION OF PROPOSALS

A. Format and Content

1. The Contractor's cost proposal shall be prepared and submitted in the following format:

- a. Standard Form 1411 (Applicable when aggregate amount exceeds \$100,000.000) -EXHIBIT 12A, SHT 1
- b. Proposal Job Summary -EXHIBIT 12A, SHT 2
- c. Labor and Equipment Costs - Schedule A -EXHIBIT 12A, SHTS 3-7
- d. Material costs - Schedule B -EXHIBIT 12A, SHTS 8-9
- e. Subcontract Cost - Schedule C -EXHIBIT 12A, SHT 10
- f. G&A Overhead Costs - Schedule D -EXHIBIT 12A, SHT 11
- g. Certification of Costs -EXHIBIT 12B

B. Submission of Proposal

- 1. The cost proposal shall be submitted in triplicate, original and 2 copies.
- 2. The offer must be signed by a person authorized to commit the firm.
- 3. The pricing schedule in the Request for Proposal must be completed.
- 4. The Representations and Certifications must be completed.

5. Cost proposal must be complete in accordance with the instructions above and samples attached as EXHIBITS 12A. SHEET 1 thru 11 and EXHIBIT 12B.

C. Procedure

- 1. Cost proposals shall be submitted to the Resident Office per the contract requirements.
- 2. Costs proposals shall be submitted by the closing date for receipt of proposals.
- 3. The cost proposal should be submitted on its most favorable terms.

SCHEDULE A

ABC Company Proposal
For Training Site
Job Summary

<u>Cost Element</u>	<u>Total Cost</u>	<u>Reference</u>
Labor	\$160,881.55	Scd A
Equipment	39,300.70	Scd A
Material	97,584.32	Scd B
Subcontract	407,108.00	Scd C
Subtotal	<u>\$704,874.57</u>	
Overhead 10%	<u>\$ 70,487.46</u>	Scd D
Subtotal	<u>\$775,362.03</u>	
Profit 5.6%	<u>\$ 43,420.27</u>	Weighted Guidelines
Subtotal	<u>\$818,782.00</u>	
Bond (.0081)	<u>\$ 6,632.00</u>	Support by
Project Cost	<u>\$825,414.00</u>	confirmed bond rate

EXHIBIT 12A

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SCHEDULE A

Training Site
Labor and Equipment Cost

S A M P L E

Sitework:

Import Borrow for Bldg Pad & Sitework:

<u>Equip No.</u>	<u>Labor:</u>	<u>Hours</u>	<u>Hrly Support</u>	<u>Rate Per Hr</u>	<u>Total</u>	<u>Rate Support Note 1</u>
	Teamster	16		\$26.44	\$ 423.04	Scd A
	Loader Op-Grp 6	10		30.10	301.00	
	Bkhoe Op-Grp 6	8		29.84	238.72	
	Laborer	24		22.58	541.92	
		<u>58</u>	Scd A		<u>\$1,504.68</u>	
	<u>Equipment:</u>					
	2000 Gal Watertruck	16		\$10.00	\$ 160.00	Scd A
#201	Loader 980C Cat	10		55.21	552.10	
#206	580-C Ldr/Bkhoe	8		11.16	89.28	
		<u>34</u>	Scd A		<u>\$ 801.38</u>	

Aggregate Base:

<u>Labor:</u>						
	Blade Op	16		\$30.38	\$ 486.08	Note 1 Scd A
	Bkhoe Op	4		29.84	119.36	
		<u>20</u>	Scd A		<u>\$ 605.44</u>	
	<u>Equipment:</u>					
#206	Mot Grader-Cat Mod 12-G	16		\$25.26	\$ 404.16	Scd A
	580C Ldr/Bkhoe	4		11.16	44.64	
		<u>20</u>	Scd A		<u>\$ 448.80</u>	

Asphalt Paving:

Labor by Craft/Hrs/Rate	\$1,900.00
Equipment by Type/Hrs/Rate	2,300.00
	<u>\$4,200.00</u>

Concrete Sidewalk & Mow Strips:

Labor by Craft/Hrs/Rate	\$2,900.00
Equipment by Type/Hrs/Rate	96.00
	<u>\$2,996.00</u>

Concrete Drain Structure:

Labor by Craft/Hrs/Rate	\$3,900.00
Equipment by Type/Hrs/Rate	200.00
	<u>\$4,100.00</u>

Building by Major Job Function/Category:

Labor by Craft/Hrs/Rate	\$150,071.43
Equipment by Type/Hrs/Rate	35,454.52
	<u>\$185,525.95</u>

Totals for Job

Labor	\$160,881.55
Equipment	<u>\$ 39,300.70</u>

EXHIBIT 12A

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SCHEDULE A

Training Site
Labor and Equipment Hour Justification

Bldg Pad and Site Work:

History: Similar work on Job #1547 - 1982
"Equip pads at Mather Hospital"

	<u>Actual Hours</u>	
	<u>Labor</u>	<u>Equip</u>
Job 1547	50	30
Estimate	<u>8</u>	<u>4</u>
PROPOSED TOTAL	58	34

Aggregate Base:

History: Similar work on Job #1547 - 1982
"Equip pads at Mather Hospital"

	<u>Actual Hours</u>	
	<u>Labor</u>	<u>Equip</u>
Job 1547	16	16
Estimate	<u>4</u>	<u>4</u>
PROPOSED TOTAL	20	20

SAMPLE

SCHEDULE A

DIRECT LABOR HOURLY COST FOR TRAINING SITE

Craft	Journeyman Teamster	Op Engr Bkhoe-Grp 6	Op Engr Loader 4 CY	Laborer	Foreman Carpenter	Carpenter	Pipefitter	Op Engr Blade
Basic Hrly Wage	16.38	17.44	17.67	14.28	18.55	17.55	18.90	17.44
Education	2.00	2.37	2.37	1.55	1.60	1.60	1.50	2.37
Subtotal-Tax Wage	18.38	19.81	20.04	15.83	20.15	19.15	20.40	19.81
Health & Welfare	2.09	1.85	1.85	1.30	1.76	1.76	2.36	1.85
Insurance/Retirement	2.10	3.60	3.60	2.00	1.95	1.95	2.86	3.60
Apprentice Fund					.17	.17	.21	
Other		.39	.39	.11	1.07	1.07	.21	.93
CA 6.70%	1.23	1.33	1.34	1.06	1.35	1.28	1.37	1.33
TA .7%	.13	.14	.14	.11	.14	.13	.14	.14
U.I. 4.2%	.77	.83	.84	.66	.85	.80	.86	.83
Workmans Comp	1.33	1.44	1.45	1.15	1.46	1.39	1.48	1.44
Disability 2.25%	.41	.45	.45	.36	.45	.43	.46	.45
Total	26.44	29.84	30.10	22.58	29.35	28.13	30.35	30.38

SCHEDULE A

TES:

Wage & fringe rates are based on the latest labor agreement

SAMPLE

SCHEDULE A

Training Site
Equipment Summary

<u>Eq No.</u>	<u>Eq Type</u>	<u>Total Hours</u>	<u>Rate/ Hour</u>	<u>Total Amount</u>	<u>Support</u>
	2,000 Gal Watertruck	16	\$10.00	\$160.00	Lease Agreement
201	Loader 980C Car	10	55.21	552.10	Reg VII Bk-Corps
206	580C Ldr/Bkhoe	12	11.16	133.92	Reg VII Bk-Corps
	Mot Grader-Cat Mod 12-G 135HP	16	25.26	404.16	Written Quote
	Balance of equip proposed		\$38,050.52		
	Total		<u>\$39,300.70</u>		

SAMPLE

SCHEDULE A

CONTRACTOR EQUIPMENT DATA SHEET (Data to be furnished by Contractor for all equipment to be used on modifications as required under the special provisions of the contract.) DATE

CONTRACTOR

CONTRACT NUMBER

- 1. EQUIPMENT DESCRIPTION _____
- 2. MODEL AND SERIES _____
- 3. YEAR PURCHASED _____
- 4. PURCHASED PRICE AT YEAR PURCHASE _____
- 5. LIST PRICE YEAR OF MANUFACTURE _____
- 6. YEAR MANUFACTURED _____
- 7. EQUIPMENT HORSEPOWER _____
- 8. CARRIER HORSEPOWER _____
- 9. FUEL TYPE _____
- 10. SHIPPING WEIGHT _____
- 11. TIRE SIZE: FRONT - _____ DRIVE - _____ TRAILING - _____

REMARKS:

SAMPLE

EXHIBIT 12A
7 of 11

SCHEDULE B

Training Site
Material Cost Summary

<u>Item</u>	<u>Qty</u>	<u>Unit</u> <u>Cost</u>	<u>Total</u>	<u>Support</u>
Class II Agg Base 3/4"	400 Ton	\$ 4.13/T	\$1,652.00	Invoice #501
Asphalt Type B	150 Ton	19.08/T	2,862.00	Pur Order #101
R-Mix Concrete	198 CY	41.34/CY	8,185.32	Pur Order #103
Cure Mat'l	102 Gal	5.00/Gal	510.00	Pur Order #107
Form Plywood	1200 SF	0.35/SF	420.00	Written Quote
Snapties	780	0.50	390.00	Pur Order #109
Lumber 2X4	6 mbf	220/mbf	1,320.00	Written Quote
Steel Stakes	425	0.25/ea	106.25	Pur Order #210
Nails	50 lbs	0.35/lb	17.50	Pur Order #211
Backer Rod	300 LF	0.43/LF	129.00	Written Quote
Sealant	3 Gal	37.53/Gal	112.59	Pur Order #215
Key Joint Mat'l	75 LF	0.44/LF	33.00	Pur Order #216
Balance of mat'l on job specifically ident			<u>81,846.66</u>	
Total Material Cost			\$97,584.32	

SAMPLE

SCHEDULE B

Training Site
Material Cost

Aggregate Base:

<u>Item</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Total</u>
Class II Agg Base 3/4"	400 Ton	\$ 4.13	\$1,652

Asphalt Paving:

Asphalt	150 Ton	19.08	2,862
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Concrete Sidewalk:

R-Mix Concrete C1-A	28 CY	41.34	1,157.52
Cure Mat'l	20 Gal	5.00/gal	100.00

Concrete Drain Structure:

R-Mix Concrete C1-A	10 CY	41.34	413.40
Form Plywood	1200 SF	0.35/SF	420.00
Snapties	80	0.50	40.00
2x4	1 mbf	220/mbf	220.00
Cure Mat'l	12 Gal	5.00/Gal	60.00

Foundation Walls/Footings:

2x4	5 mbf	220/mbf	1,100
Snapties	700	0.50	350
Steel Stakes	350	0.25	87.50
R-Mix Concrete	75 CY	41.34	3,100.50
Nails	50 lbs	0.35	17.50

First Floor Concrete Slab:

R-Mix Concrete	85 CY	41.34	3,513.90
St Stakes	75	0.25	18.75
Cure Mat'l	70 Gal	5.00/Gal	350.00
Backer Rod	300 LF	0.43	129.00
Sealant	3 Gal	37.53	112.59
Key Joint Mat'l	75 LF	0.44	33.00

Continue to breakout balance of job in same way

Total

\$97,584.32

SAMPLE

EXHIBIT 12A

SCHEDULE C

Training Site
Subcontract Costs

<u>Subcontractor</u>	<u>Item</u>	<u>Amount</u>	<u>Support</u>
AERCO, Inc, Sac, CA	Landscaping	\$ 4,500	Written Quote
A&B Enterprises, Sac, CA	Striping & Bumpers	530	Written Quote
Johnson Windows, Sac, CA	Windows & Frames	7,651	Written Quote
Joe's Plumbing, Sac, CA	Mechanical & Plumbing	202,500*	Written Quote*
E&S Electric, Sac, CA	Electrical	68,280	Written Quote
Bob's Insulation, Sac, CA	Insulation	6,000	Written Quote
S&Y Inc, Sac, CA	Gyp Wallboard	35,960	Written Quote
Roy's Inc, Sac, CA	Painting	14,209	Written Quote
Rolph's, Sac, CA	Roofing	4,658	Written Quote
S&Y Inc, Sac, CA	Stucco & Plastering	38,500	Written Quote
Tom's Inc, Sac, CA	Ceramic Tile	24,320	Written Quote
	Total	<u>\$407,108.00</u>	

*NOTE: Whenever a subcontract cost is \$100,000.00 or greater, an SF1411 completed by the subcontractor must accompany the initial Contractor Proposal. A detailed cost breakdown (per contract requirement) must be supplied to the Resident Office for each 1411 prior to negotiations. Cost breakdown must be supplied for all subcontracting or suppliers, when originally submitted as written quote, prior to finalization of change.

SCHEDULE D

ABC Company
Schedule of General and Administrative Expenses
FY Ended _____

	<u>Total</u>	<u>Unallowables</u>	<u>Net Cost</u>
Salaries (incl related payroll taxes)	\$106,997		\$106,997
Bad debt expense	34,824	\$34,824	-0-
Professional Services	33,984		33,984
Repairs and Maintenance	27,624		27,624
Insurance	21,488		21,488
Vehicle Expense	14,723		14,723
Utilities and Telephone	12,716		12,716
Computer Charges	12,443		12,443
Pension Plan	12,444		12,444
Depreciation	14,661		14,661
Office Expense	5,880		5,880
Entertainment	5,150	5,150	-0-
Rent	3,800		3,800
Shop Supplies	7,651		7,651
Interest	20,401	20,401	-0-
Total	<u>\$334,786</u>	<u>\$60,375</u>	<u>\$274,411</u>

Base: Labor	\$1,051,211
Equip	475,600
Mat'l	446,516
Subcontr	<u>770,783</u>

\$2,744,110
10%

Overhead Rate

BASIS: Audited financial statements for year ending _____.

SAMPLE

CERTIFICATION OF REQUESTS
FOR ADJUSTMENT OR RELIEF
EXCEEDING \$100,000

I certify that this proposal dated _____
and in the amount of \$ _____ for the work described under
Change Order Serial No. _____ is made in good
faith, that the supporting data is accurate and complete to the
best of my knowledge and belief; and that the amount requested
accurately reflects the contract adjustment for which the
Contractor believes the Government is liable.

(Official's Name)

Date of Execution _____

(Title)

SAMPLE

EXHIBIT 12B

WEIGHTED FACTORS USED IN DETERMINING PROFIT

FACTOR	CONTRACT NO.		MODIFICATION NO.		REMARKS	
	RATE	WEIGHT		VALUE (%)		
		SUB	PRIME	SUB		PRIME
1. DEGREE OF RISK	20					
2. RELATIVE DIFFICULTY OF WORK	15					
3. SIZE OF JOB	15					
4. PERIOD OF PERFORMANCE	15					
5. CONTRACTOR'S INVESTMENT	5					
6. ASSISTANCE BY GOVERNMENT	5					
7. SUBCONTRACTING	25					
TOTALS	100					
				%	%	

SAMPLE

PREPARED BY _____
(Signature & Title)

OCE Weighted Guidelines Method

1. Construction Contracts. In preparing estimates and/or where profit is negotiated as an element of price a reasonable profit shall be negotiated or determined for each procurement action by using the following procedure as a guide:

a.

<u>Factor</u>	<u>Rate</u>	<u>Weight</u>	<u>Value</u>
Degree of risk	20		
Relative difficulty of work	15		
Size of Job	15		
Period of Performance	15		
Contractor's investment	5		
Assistance by Government	5		
Subcontracting	25		
	<u>100</u>		<u> </u> %

b. Based on the circumstances of each procurement action, each of the above factors shall be weighted from .03 to .12 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column when totalled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

(1) Degree of risk. Where the work involves no risk or the degree is very small the weighting should be .03; as the degree of risk increases the weighting should be increased up to a maximum of .12. Lump sum items will have, generally, a higher weighted value than unit price items for which quantities are provided. Other things to consider: the portion of the work to be done by subcontractors, nature of the work, where work is to be performed, reasonableness of negotiated costs, amount of labor included in costs, whether the negotiation is before or after performance of work, etc.

(2) Relative difficulty of work. If the work is most difficult and complex the weighting should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor is tied-in to some extent with the degree of risk. Some things to consider: the nature of the work, by whom it is to be done, where, what is the time schedule, etc.

(3) Size of Job. All work not in excess of \$100,000 shall be weighted at .12. Work estimated between \$100,000 and \$5,000,000 shall be proportionately weighted from .12 to .05. Work from \$5,000,000 to \$10,000,000 shall be weighted at .04 and work in excess of \$10,000,000 at .03.

(4) Periods of performance. (When time extensions are authorized) Jobs in excess of 24 months are to be weighted at .12. Jobs of lesser duration are to be proportionately weighted to a minimum of .03 for jobs not to exceed 30 days. The term "jobs" refers to the duration of work required under the modification.

WEIGHTED GUIDE LINE
PROFIT DETERMINATION

3. SIZE OF CHANGED WORK

		<u>FACTOR</u>			<u>FACTOR</u>
\$ 0	\$100,000	0.120	\$		
100,000	200,000	0.119	3,300,000	3,400,000	0.073
200,000	300,000	0.117	400,000	500,000	0.071
300,000	400,000	0.116			
400,000	500,000	0.114	500,000	600,000	0.070
500,000	600,000	0.113	600,000	700,000	0.069
600,000	700,000	0.111	700,000	800,000	0.067
700,000	800,000	0.110	800,000	900,000	0.066
800,000	900,000	0.109	900,000	4,600,000	0.064
900,000	1,000,000	0.107	4,000,000	100,000	0.063
1,000,000	100,000	0.106	100,000	200,000	0.061
100,000	200,000	0.104	200,000	300,000	0.060
200,000	300,000	0.103	300,000	400,000	0.059
300,000	400,000	0.101	400,000	500,000	0.057
400,000	500,000	0.100	500,000	600,000	0.056
500,000	600,000	0.099	600,000	700,000	0.054
600,000	700,000	0.097	700,000	800,000	0.053
700,000	800,000	0.096	800,000	900,000	0.051
800,000	900,000	0.094	900,000	5,000,000	0.050
900,000	2,000,000	0.093	5,000,000	10,000,000	0.040
2,000,000	100,000	0.091	OVER	10,000,000	0.030
100,000	200,000	0.090			
200,000	300,000	0.089			
300,000	400,000	0.087			
400,000	500,000	0.086			
500,000	600,000	0.084			
600,000	700,000	0.083			
700,000	800,000	0.081			
800,000	900,000	0.080			
900,000	3,000,000	0.079			
3,000,000	100,000	0.077			
100,000	200,000	0.076			
200,000	300,000	0.074			

USE OF WEIGHTED GUIDELINES IN CONNECTION WITH DETERMINING FAIR AND REASONABLE PROFIT
FOR FIXED PRICE CONSTRUCTION CONTRACTS AND MODIFICATIONS

In preparing Government Estimates and/or where profit is negotiated as an element of price, either prime or subcontractor, a reasonable profit shall be negotiated or determined for each procurement action by using the following procedure as a guide.

FACTOR	RATE	WEIGHT	VALUE
1. Degree of Risk	20	0.1	2
2. Relative Difficulty of Work	15	0.09	1.35
3. Size of Job	15	0.12	1.8
4. Period of Performance	15	0.05	0.75
5. Contractors Investment	5	0.12	0.6
6. Assistance by Government	5	0.1	0.5
7. Subcontracting	25	0.12	3
	100	PROFIT:	10

Based on the circumstances of each procurement action, each of the above factors shall be weighted from .03 to .12 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column when totaled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

1. Degree of Risk. Where the work involves no risk or the degree of risk is very small, the weighting should be .03; as the degree of risk increases, the weighting should be increased up to a maximum of .12. Lump sum items will have, generally, a higher weighted value than unit price items for which quantities are provided. Other things to consider: the work to be done by the subcontractors, nature of work, where work is to be performed, reasonableness of negotiated costs, amount of labor included in costs, whether the negotiation is done before or after the performance of work, etc. BASIS FOR WEIGHT ASSIGNMENT: Degree of risk is considered above average for this work.

2. Relative Difficulty of Work. If the work is most difficult and complex, the weighting should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor is tied in to some extent with the degree of risk. Some things to consider: the nature of the work, by whom it is to be done, where, what is the time schedule, etc. BASIS FOR WEIGHT ASSIGNMENT: This work has been determined to have a high degree of difficulty.

3. Size of Job. All work not in excess of \$100,000 shall be weighted at .12. Work estimated between \$100,000 and \$5,000,000 shall be proportionately weighted from .12 to .05. Work from \$5,000,000 to \$10,000,000 shall be weighted at .04, and work in excess of \$10,000,000 at .03. BASIS FOR WEIGHT ASSIGNMENT: The work is estimated to be less than \$100k

4. Periods of Performance. Jobs in excess of 24 months are to be weighted at .12. Jobs of lesser duration are to be proportionately weighted to a minimum of .03 for jobs not to exceed 30 days. BASIS FOR WEIGHT ASSIGNMENT: The work is less than 24 months

5. Contractor's Investment. To be weighted from .03 to .12 on the basis of below average, average, and above average. Things to consider: amount of subcontracting, mobilization payment item, Government-furnished property, method of making progress payments, etc. BASIS FOR WEIGHT ASSIGNMENT: The contractor investment is above average

6. Assistance by Government. To be weighted from .12 to .03 on the basis of average to above average. Things to consider: use of Government-owned property, equipment and facilities, expediting assistance, etc. BASIS FOR WEIGHT ASSIGNMENT: Assistance by the Government is above average.

7. Subcontracting. To be weighted inversely proportional to the amount of subcontracting. Where 80% or more of the work is to be subcontracted, the weighting is to be .03 and such weighting proportionately increased to .12 where all work is performed by the contractor's own forces. BASIS FOR WEIGHT ASSIGNMENT: All subcontracting work.

Contract No. DACA21-95-C-0007 MCB No. 95-07-4E

Location: Fort Bragg, North Carolina Prepared By: Marcia Meekins

USE OF WEIGHTED GUIDELINES IN CONNECTION WITH DETERMINING FAIR AND REASONABLE PROFIT
FOR FIXED PRICE CONSTRUCTION CONTRACTS AND MODIFICATIONS

In preparing Government Estimates and/or where profit is negotiated as an element of price, either prime or subcontractor, a reasonable profit shall be negotiated or determined for each procurement action by using the following procedure as a guide.

FACTOR	RATE	WEIGHT	VALUE
1. Degree of Risk	20	0.1	2
2. Relative Difficulty of Work	15	0.09	1.35
3. Size of Job	15	0.12	1.8
4. Period of Performance	15	0.05	0.75
5. Contractors Investment	5	0.1	0.5
6. Assistance by Government	5	0.12	0.6
7. Subcontracting	25	0.1	2.5
	100	PROFIT:	9.5

Based on the circumstances of each procurement action, each of the above factors shall be weighted from .03 to .12 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column when totaled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

1. Degree of Risk. Where the work involves no risk or the degree of risk is very small, the weighting should be .03; as the degree of risk increases, the weighting should be increased up to a maximum of .12. Lump sum items will have, generally, a higher weighted value than unit price items for which quantities are provided. Other things to consider: the work to be done by the subcontractors, nature of work, where work is to be performed, reasonableness of negotiated costs, amount of labor included in costs, whether the negotiation is done before or after the performance of work, etc. BASIS FOR WEIGHT ASSIGNMENT: Degree of risk is considered average for Prime Contractor.

2. Relative Difficulty of Work. If the work is most difficult and complex, the weighting should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor is tied in to some extent with the degree of risk. Some things to consider: the nature of the work, by whom it is to be done, where, what is the time schedule, etc. BASIS FOR WEIGHT ASSIGNMENT: Degree of difficulty is considered above average.

3. Size of Job. All work not in excess of \$100,000 shall be weighted at .12. Work estimated between \$100,000 and \$5,000,000 shall be proportionately weighted from .12 to .05. Work from \$5,000,000 to \$10,000,000 shall be weighted at .04, and work in excess of \$10,000,000 at .03. BASIS FOR WEIGHT ASSIGNMENT: The work is estimated to be less than \$100k.

4. Periods of Performance. Jobs in excess of 24 months are to be weighted at .12. Jobs of lesser duration are to be proportionately weighted to a minimum of .03 for jobs not to exceed 30 days. BASIS FOR WEIGHT ASSIGNMENT: The work is less than 24 months.

5. Contractor's Investment. To be weighted from .03 to .12 on the basis of below average, average, and above average. Things to consider: amount of subcontracting, mobilization payment item, Government-furnished property, method of making progress payments, etc. BASIS FOR WEIGHT ASSIGNMENT: The Prime Contractor's investment is above average.

6. Assistance by Government. To be weighted from .12 to .03 on the basis of average to above average. Things to consider: use of Government- owned property, equipment and facilities, expediting assistance, etc. BASIS FOR WEIGHT ASSIGNMENT: No assistance by the Government.

7. Subcontracting. To be weighted inversely proportional to the amount of subcontracting. Where 80% or more of the work is to be subcontracted, the weighting is to be .03 and such weighting proportionately increased to .12 where all work is performed by the contractor's own forces. BASIS FOR WEIGHT ASSIGNMENT: All subcontracting work.

Contract No. DACA21-95-C-0007 MCB No. 95-07-4E

Location: Fort Bragg, North Carolina Prepared By: Marcia Meekins

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2), submitted, either actually or by specific identification in writing to the Contracting Officer or to the Contracting Officer's representative, in support of the proposed and negotiated costs totaling \$ _____ in accordance with my proposal dated _____ for the work described under Change Order Serial No. _____ are accurate, complete, and current as of _____.

(DAY MONTH YEAR)

This certificate includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offerer and the Government which are part of the proposal.

FIRM _____

TITLE _____

NAME _____

SIGNATURE _____

Date of Negotiation

S A M P L E

Exhibit B

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of _____*

are accurate, complete, and current as of _____.**

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____***

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

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, another date agreed upon between the parties that is as close as practicable to the date of agreement on price.

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

Log and Summary of Occupational Injuries and Illnesses

Dep
Division

NOTE: This form is required by Public Law 91-596 and State of California Labor Code, Section 6410 and must be kept in the establishment for 5 years. Failure to maintain and post can result in the issuance of citations and assessment of penalties. (See posting requirements on the other side of form.)

RECORDABLE CASES: You are required to record information about every occupational death; every nonfatal occupational illness; and those nonfatal occupational injuries which involve one or more of the following: loss of consciousness, restriction of work or motion, transfer to another job, or medical treatment (other than first aid). (See definitions on the other side of form.)

Case or File Number	Date of Injury or Onset of Illness	Employee's Name	Occupation	Department	Description of Injury or Illness	Extent of an
						Fatalities
Enter a nonduplicating number which will facilitate comparisons with supplementary records.	Enter Mo./day.	Enter first name or initial, middle initial, last name.	Enter regular job title, not activity employee was performing when injured or at onset of illness. In the absence of a formal title, enter a brief description of the employee's duties.	Enter department in which the employee is regularly employed or a description of normal workplace to which employee is assigned, even though temporarily working in another department at the time of injury or illness.	Enter a brief description of the injury or illness and indicate the part or parts of body affected. Typical entries for this column might be: Amputation of 1st joint right forefinger; Strain of lower back; Contact dermatitis on both hands; Electrocution—body.	Injury Related
						Enter DATE of death. Mo./day/yr. (1)
(A)	(B)	(C)	(D)	(E)	(F)	
					PREVIOUS PAGE TOTALS →	
S A M P L E						
					TOTALS (Instructions on other side of form.) →	

FOLD

I. Log and Summary of Occupational Injuries and Illnesses

Each employer who is subject to the recordkeeping requirements of the Occupational Safety and Health Act of 1970 must maintain for each establishment a log of all recordable occupational injuries and illnesses. This form (CAL/OSHA No. 200) may be used for that purpose. A substitute for the CAL/OSHA No. 200 is acceptable if it is as detailed, easily readable, and understandable as the CAL/OSHA No. 200.

Enter each recordable case on the log within six (6) workdays after learning of its occurrence. Although other records must be maintained at the establishment to which they refer, it is possible to prepare and maintain the log at another location, using data processing equipment if desired. If the log is prepared elsewhere, a copy updated to within 45 calendar days must be present at all times in the establishment.

Logs must be maintained and retained for five (5) years following the end of the calendar year to which they relate. Logs must be available (normally at the establishment) for inspection and copying by representatives of the Department of Labor, or the Department of Health, Education and Welfare, or the State of California.

II. Changes in Extent of or Outcome of Injury or Illness

If, during the 5-year period the log must be retained, there is a change in an extent and outcome of an injury or illness which affects entries in columns 1, 2, 6, 8, 9, or 13, the first entry should be lined out and a new entry made. For example, if an injured employee at first required only medical treatment but later lost workdays away from work, the check in column 6 should be lined out, and checks entered in columns 2 and 3 and the number of lost workdays entered in column 4.

In another example, if an employee with an occupational illness lost workdays, returned to work, and then died of the illness, the entries in columns 9 and 10 should be lined out and the date of death entered in column 8.

The entire entry for an injury or illness should be lined out if later found to be nonrecordable. For example: an injury or illness which is later determined not to be work related, or which was initially thought to involve medical treatment but later was determined to have involved only first aid.

III. Posting Requirements

A copy of the totals and information following the fold line of the last page for the year must be posted at each establishment in the place or places where notices to employees are customarily posted. This copy must be posted no later than *February 1* and must remain in place until *March 1*.

Even though there were no injuries or illnesses during the year, zeros must be entered on the totals line, and the form posted.

The person responsible for the *annual summary totals* shall certify that the totals are true and complete by signing at the bottom of the form.

IV. Instructions for Completing Log and Summary of Occupational Injuries and Illnesses

Column A - CASE OR FILE NUMBER. Self-explanatory.

Column B - DATE OF INJURY OR ONSET OF ILLNESS.

For occupational injuries, enter the date of the work accident which resulted in injury. For occupational illnesses, enter the date of initial diagnosis of illness, or, if absence from work occurred before diagnosis, enter the first day of the absence attributable to the illness which was later diagnosed or recognized.

Columns C through F - Self-explanatory.

Columns 1 and 8 - INJURY OR ILLNESS-RELATED DEATHS. Self-explanatory.

Columns 2 and 9 - INJURIES OR ILLNESSES WITH LOST WORKDAYS. Self-explanatory.

Any injury which involves days away from work, or days of restricted work activity, or both must be recorded since it always involves one or more of the criteria for recordability.

Columns 3 and 10 - INJURIES OR ILLNESSES INVOLVING DAYS AWAY FROM WORK. Self-explanatory.

Columns 4 and 11 - LOST WORKDAYS—DAYS AWAY FROM WORK. Enter the number of workdays (consecutive or not) on which the employee would have worked but could not because of occupational injury or illness. The number of lost workdays should not include the day of injury or onset of illness or any days on which the employee would not have worked even though able to work.

NOTE: For employees not having a regularly scheduled shift, such as certain truck drivers, construction workers, farm labor, casual labor, part-time employees, etc., it may be necessary to estimate the number of lost workdays. Estimates of lost workdays shall be based on prior work history of the employee AND days worked by employees, not ill or injured, working in the department and/or occupation of the ill or injured employee.

Columns 5 and 12 - LOST WORKDAYS—DAYS OF RESTRICTED WORK ACTIVITY.

Enter the number of workdays (consecutive or not) on which because of injury or illness:

- (1) the employee was assigned to another job on a temporary basis, or
- (2) the employee worked at a permanent job less than full time, or
- (3) the employee worked at a permanently assigned job but could not perform all duties normally connected with it.

The number of lost workdays should not include the day of injury or onset of illness or any days on which the employee would not have worked even though able to work.

S A M P L E

Columns
6 and 13 — INJURIES OR ILLNESSES WITHOUT LOST
WORKDAYS. Self-explanatory.

Columns 7a
through 7g — TYPE OF ILLNESS.
Enter a check in only one column for each illness.

TERMINATION OR PERMANENT TRANSFER—Place an asterisk to the right of the entry in columns 7a through 7g (type of illness) which represented a termination of employment or permanent transfer.

V. Totals

Add number of entries in columns 1 and 8.
Add number of checks in columns 2, 3, 6, 7, 9, 10, and 13.
Add number of days in columns 4, 5, 11, and 12.
Totals are to be generated for each column at the end of each page and at the end of each year. Only the yearly totals are required for posting.

If an employee's loss of workdays is continuing at the time the totals are summarized, estimate the number of future workdays the employee will lose and add that estimate to the workdays already lost and include this figure in the annual totals. No further entries are to be made with respect to such cases in the next year's log.

VI. Definitions

OCCUPATIONAL INJURY is any injury such as a cut, fracture, sprain, amputation, etc., which results from a work accident or from an exposure involving a single incident in the work environment.

NOTE: Conditions resulting from animal bites, such as insect or snake bites or from one-time exposure to chemicals, are considered to be injuries.

OCCUPATIONAL ILLNESS of an employee is any abnormal condition or disorder, other than one resulting from an occupational injury, caused by exposure to environmental factors associated with employment. It includes acute and chronic illnesses or diseases which may be caused by inhalation, absorption, ingestion, or direct contact.

The following listing gives the categories of occupational illnesses and disorders that will be utilized for the purpose of classifying recordable illnesses. For purposes of information, examples of each category are given. These are typical examples, however, and are not to be considered the complete listing of the types of illnesses and disorders that are to be counted under each category.

- 7a. Occupational Skin Diseases or Disorders
Examples: Contact dermatitis, eczema, or rash caused by primary irritants and sensitizers or poisonous plants, oil acne, chrome ulcers, chemical burns or inflammations; etc.
- 7b. Dust Diseases of the Lungs (Pneumoconioses)
Examples: Silicosis, asbestosis, coal worker's pneumoconiosis, byssinosis, siderosis, and other pneumoconioses.
- 7c. Respiratory Conditions Due to Toxic Agents
Examples: Pneumonitis, pharyngitis, rhinitis or acute congestion due to chemicals, dusts, gases, or fumes; farmer's lung—etc.

- 7d. Poisoning (Systemic Effect of Toxic Materials)
Examples: Poisoning by lead, mercury, cadmium, arsenic, or other metals; poisoning by carbon monoxide, hydrogen sulfide, or other gases; poisoning by benzol, carbon tetrachloride, or other organic solvents; poisoning by insecticide sprays such as parathion, lead arsenate; poisoning by other chemicals such as formaldehyde, plastics, and resins; etc.
- 7e. Disorders Due to Physical Agents (Other than Toxic Materials)
Examples: Heatstroke, sunstroke, heat exhaustion, and other effects of environmental heat; freezing, frostbite, and effects of exposure to low temperatures; caisson disease; effects of ionizing radiation (isotopes, X-rays, radium); effects of nonionizing radiation (welding flash, ultraviolet rays, microwaves, sunburn); etc.
- 7f. Disorders Associated With Repeated Trauma
Examples: Noise-induced hearing loss; synovitis, tenosynovitis, and bursitis; Raynaud's phenomena; and other conditions due to repeated motion, vibration, or pressure.
- 7g. All Other Occupational Illnesses
Examples: Anthrax, brucellosis, infectious hepatitis, malignant and benign tumors, food poisoning, histoplasmosis, coccidioidomycosis, etc.

MEDICAL TREATMENT includes treatment (other than first aid) administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does NOT include first-aid treatment (one-time treatment and subsequent observation of minor scratches, cuts, burns, splinters, and so forth, which do not ordinarily require medical care) even though provided by a physician or registered professional personnel.

ESTABLISHMENT: A single physical location where business is conducted or where services or industrial operations are performed (for example: a factory, mill, store, hotel, restaurant, movie theater, farm, ranch, bank, sales office, warehouse, or central administrative office). Where distinctly separate activities are performed at a single physical location, such as construction activities operated from the same physical location as a lumber yard, each activity shall be treated as a separate establishment.

For firms engaged in activities which may be physically dispersed, such as agriculture; construction; transportation; communications; and electric, gas, and sanitary services, records may be maintained at a place to which employees report each day.

Records for personnel who do not primarily report or work at a single establishment, such as traveling salesmen, technicians, engineers, etc., shall be maintained at the location from which they are paid or the base from which personnel operate to carry out their activities.

WORK ENVIRONMENT is comprised of the physical location, equipment, materials processed or used, and the kinds of operations performed in the course of an employee's work, whether on or off the employer's premises.

S A M P L E

WEEKLY STATEMENT FOR OWNER/OPERATORS

CONTRACT NUMBER _____

_____, hereby certify _____
(Name of Owner/Operator) (Date)

that I am the owner and operator of _____
(Description and number of equipment)

and am performing the following _____
(Description of work)

at the location of _____ for
(Location)

_____ at the rate of
(Prime or Subcontractor that is paying)

_____ which covers both equipment rental and the
(Total including equipment).

wage rate, including fringe benefits, under the U.S. Department of Labor Wage

Determination Decision, I have performed _____ hours during the week of
(Number)

_____ to _____
(From)

Signature

Title

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

1. Statements should be forwarded to the Prime Contractor for transmission to the Government contracting officer or his designated representative. Statements must be submitted on a weekly basis during the time work was performed at the site.

2. Prime Contractors should furnish their Subcontractors with copies of this statement form to facilitate submission of the necessary information.

S A M P L E

WEEKLY WORK STATEMENT TO BE SUBMITTED
WHEN WORK IS PERFORMED BY OWNER

(Contract Number of Prime Contractor)

(Date)

I, _____, hereby certify:
(Name of signatory party)

That I am the 100% Owner of _____
(Name of firm submitting statement)

or that I am one of _____ partners with _____% interest in _____
(Name of firm submitting statement)

for _____
(Nature of Work)

at _____, under Sacramento District, Corps of Engineers Contract Number _____
(Name of Project)

_____ and that _____
(Government Contract Number) (State the specific classes of work)

was done personally by _____
(Names of person performing work)

during the period from _____ to _____

performed _____, and that I received a total amount equal to or greater than
(Number of Hours)

that which would have been received, including fringe benefits, under the U.S. Department of Labor Wage Determination Decision.

Signature

Title

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

1. Statements should be forwarded to the Prime Contractor for transmission to the Government contracting officer or his designated representative. Statements must be submitted on a weekly basis during the time work was performed at the site.

2. Prime Contractors should furnish their Subcontractors with copies of this statement form to facilitate submission of the necessary information.

SAMPLE

EXHIBIT 15A

CONTRACTOR-FURNISHED/INSTALLED PROPERTY

<u>ITEM</u>	<u>CAPACITY</u>	<u>MANUFACTURER</u>	<u>QUANTITY</u>	<u>UNIT COST</u>
HEATING & VENTILATING UNIT, on roof, Unit #2 Size AH833, Type ILT, Style 9A50768 w/FAN, air circulating w/MOTOR, electric, 220/440 volt, 3 phase, 60 cycle, ABDP, S/N 28-62V-52	109,000 BTU 4,200 CFM 1 HP	Westinghouse Elect. Co. Westinghouse Elect. Co. Westinghouse Elect. Co.	1 Each 1 Each 1 Each	\$2,200.00
UNIT HEATER, hot water, Model SU-1011A, 575 CFM w/MOTOR, electric, 120 volt, 1 Phase, 60 cycle, (no name plate data)	17,050 BTU 1/20 HP	Herman Nelson Co. Herman Nelson Co.	1 Each 1 Each	85.00
UNIT HEATER, hot water, Model SU-1001A, 300 CFM w/MOTOR, electric, 120 volt, 1 Phase, 60 cycle, (no name plate data)	12,340 BTU 1/20 HP	Herman Nelson Co. Herman Nelson Co.	5 Each 5 Each	85.00
FAN, ventilating, "Domex", Size X-90M w/MOTOR, electric, 115 volt, 1 phase, 60 cycle, Model AY1102	200 CFM 0.3 HP	Penn Ventilating Co. Redmond Elect. Co.	4 Each 4 Each	100.00
FAN, ventilating, "Domex", Size A-10M w/MOTOR, electric, 115 volt, 1 phase, 60 cycle, MODEL 5KH42JG23A	485 CFM 1/6 HP	Penn Ventilating Co. General Elect. Co.	1 Each 1 Each	125.00
FAN, ventilating, "Penn Power", Size 16-B3 (on six) Size 16-B13 (on one, CFM same on all) w/MOTOR, electric, 115 volt, 1 phase, 60 cycle, Model TC-105M/GE-CCW	1,300 CFM 1/6 HP	Penn Ventilating Co. Marathon Elect. Co.	7 Each 7 Each	150.00
FAN, ventilating (parachute tower), Size 3020, Style P27758, S/N 3000 w/MOTOR, electric, 220/440 volt, 3 phase, 60 cycle, Style 1778010, S/N 27-62V52	6,000 CFM 1 HP	Westinghouse Elect. Co. Westinghouse Elect. Co.	1 Each 1 Each	800.00

SAMPLE

HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT
(FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. *[If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]*

	TITLE	NUMBER	DATE	TAILORING
<input type="checkbox"/>	_____	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____	_____

[Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.]

(End of clause)

52.246-12 Inspection of Construction.

As prescribed in 46.312, insert the following clause:

INSPECTION OF CONSTRUCTION (AUG 1996)

(a) *Definition.* “Work” includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not—

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer’s written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The

Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may—

- (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
- (2) Terminate for default the Contractor’s right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government’s rights under any warranty or guarantee.

(End of clause)

52.246-13 Inspection—Dismantling, Demolition, or Removal of Improvements.

As prescribed in 46.313, insert the following clause in solicitations and contracts for dismantling, demolition, or removal of improvements:

INSPECTION—DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996)

(a) Unless otherwise designated by the specifications, all workmanship performed under the contract is subject to Gov-