

## **PRECONSTRUCTION CONFERENCE CHECKLIST**

1. Are there minutes of the preconstruction conference (date, items covered, people in attendance)?
2. Was the OICC Chain of Command and the contractor's point of contact for routine items and problems covered?
3. Was the contractor's responsibility to have a full-time job superintendent (and CQC representative, if applicable) noted?
4. Was the procedure for the inspection of work and the construction quality control program (if applicable) noted? Include surveillance, testing and inspection by the Government.
5. Was the contractor advised of his safety responsibilities?
6. Were the Labor Relations Program and contractor requirements under that program discussed?
7. Were routine procedures for contractor employees including security regulations, passes, vehicle identification, employee parking and property passes discussed?
8. Was the necessity for additional licenses and permit, including the procedure for outages, digging permits, etc., discussed?
9. Was the contractor advised of normal working hours and the procedure for requesting overtime work outside normal working hours?
10. Was the contractor advised of the availability of utilities for use in construction?
11. Was an "after normal working hours" contractor telephone number in the event of an emergency obtained?
12. Was the contractor storage of material and liability for loss/damage discussed?
13. Was Government furnished material (GFM) (if applicable) discussed?
14. Was the disposal of excavated material, construction refuse and normal job clean-up discussed?
15. Was the procedure for contractor payments, including retention discussed?
16. Was the contractor advised that construction cannot begin until the performance payment bonds and insurance certificate have been received, and CQC plan approved, if applicable?
17. Was the contractor advised that a detailed schedule of prices must be received and approved prior to the first contractor payment?
18. Was the work schedule, progress chart requirement, update and withholding of payment without the approval of these items discussed?
19. Was the procedure for handling submittals with particular attention to LANTDIV approved items discussed?
20. Was the requirement to use the DO or DX priority as applicable in all purchase orders and procedure for expediting material discussed?
21. Was the availability of Federal Specifications discussed?
22. Was the procedure for contractor modifications and the need for the contractor to notify the Government, in writing, in the event of a delay discussed?
23. Was the value engineering program discussed?
24. Was the contract completion date and the daily liquidated damages amount highlighted?
25. Was job closeout, including contractor's responsibility for daily update and maintenance of as-built drawings, providing warranty statements or service manuals, if applicable, to be provided prior to final inspection and final payment discussed?
26. Was the industrial incentive plan and contractor performance statement discussed?

**SAMPLE PRECON INFORMATION SHEET**  
(For preparation of invitation letters/memos and front sheet of Precon Minutes)

Day, Date and Time Precon is to be held: \_\_\_\_\_

Exact Contract No. & Title: \_\_\_\_\_

Location of Contract Work: \_\_\_\_\_

Award Amount: \_\_\_\_\_

Award Date: \_\_\_\_\_

Contract Completion Date: \_\_\_\_\_ Liquidated Damages: \$ \_\_\_\_\_/day

Contractors Name & Address: \_\_\_\_\_

Contractor's Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Contractor's Contact Person: \_\_\_\_\_

A&E's Name & Address: \_\_\_\_\_

A/E's Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

A/E's Contact Person: \_\_\_\_\_

AROICC/AREICC: \_\_\_\_\_

Station Contract? \_\_\_\_\_

LANTDIV Contract? \_\_\_\_\_

OMSI? YES \_\_\_\_\_ NO \_\_\_\_\_

OICC OR ROICC? (Circle one)

ConRep: \_\_\_\_\_

Contract Specialist: \_\_\_\_\_

Contractor...

Contract...

Gentlemen:

The preconstruction conference for this contract was scheduled with ..... of your firm as follows:

Day:

Date:

Time:

Location:

We look forward to seeing representatives from your company and major subcontractors at this meeting.

Sincerely,

AROICC

Phone...

From: Officer in Charge of Construction, .....

To: Distribution

Subj: Contract...

1. A preconstruction conference for this contract is scheduled for:

Day:

Date:

Time:

Location:

2. You are hereby invited to attend and requested to invite appropriate personnel from customer activities concerned.

AROICC  
By direction

Distribution:

Base Civil Engineer

Safety Office

Fire Department

Security Detachment

BCE

Supervisory Contract Specialist

Procurement Clerk

Supervisory ConRep

Contractor...

Re: Contract N62470- -C- , Title...

Gentlemen:

Congratulations on the recent award of your government contract. We look forward to working with you and hope you find working with ROICC ..... a rewarding experience.

This pre-construction package is to provide you with information on various procedures, requirements and regulations for your newly awarded contract.

Sincerely,

Officer in Charge of Construction

## ENCLOSURES

- 1) Preconstruction Conference Outline/Minutes
- 2) Storm and Hurricane Procedures (if applicable)
- 3) Checklist for Safety Plan
- 4) Contractor Production and Quality Control Report Forms
- 5) Schedule of Prices (Construction Contracts), Form 4330/4
- 6) Contractors Invoice, Affidavit, Certifications of Payment, Monthly Estimate for Voucher and Contractor's Release
- 7) Progress Schedule and Record, Form 4-4700/1
- 8) Copy of Submittal Letter to A/E
- 9) Submittal Transmittal Form 4-4355/3 and Submittal Flow Charts (Flow Charts referenced in Chapter 6, Quality Control Management)
- 10) Instruction for Labor Standards Compliance
- 11) Hazardous Material Removal and Disposal Guidelines (if applicable)
- 12) VECP Information





## PRECONSTRUCTION CONFERENCE MINUTES

The purpose of this meeting is to establish administrative procedures for you to follow in the execution of this contract. Additionally, this meeting is to introduce the key personnel from the OICC/ROICC office as well as contractor and activity personnel for whom this contract is being constructed. Familiarity with the Contract Clauses of the contract and job specifications is assumed. This guide serves only to highlight certain aspects of the more important requirements for the subject contract. The AROICC/AREICC (Assistant Resident Officer or Engineer in Charge of Construction) will complete these minutes and provide the contractor with a copy of these minutes. These minutes constitute a handy compilation of instructions on contract administration and should be kept readily available for reference.

This contract will be administered by the Officer in Charge of Construction/Resident Officer in Charge of Construction. All dealings and all correspondence concerning this contract shall be with this office. Neither the activity, Public Works Center nor the architect/engineer has the authority to alter the terms of the contract. If the contractor receives any direction affecting the work at the site from anyone who is not a member of the OICC/ROICC organization, immediately refer the matter to the OICC/ROICC. Refer problems of any kind to the Construction Representative or AROICC/AREICC for resolution.

Introduction of Activity, Contractor and OICC/ROICC personnel. List of personnel in attendance is enclosed.

The contract was awarded on \_\_\_\_\_. The completion date is \_\_\_\_\_.

Liquidated damages will accumulate at the rate of \$\_\_\_\_\_ per calendar day for delays in completion beyond the contract completion date. The Resident Officer in Charge of Construction does not have authority to waive assessment of the liquidated damages charge. Therefore, the contractor is urged to make every effort to complete the work within the contract time.

The government will consider a request for extension of contract time only when it is clear that the delay was beyond the control and without the fault or negligence of the contractor. Prompt notification to the government of a potential delay is essential. Delays in procurement which cause an actual delay in completing the work are computed from the promised or normal time for delivery to actual date of receipt. The contractor must provide full documentation concerning the circumstances related to material delay. Delays due to inclement weather may be considered for only that inclement weather which exceeds the established normal for a similar period for the previous five years. Government-caused delays and delays caused by other Government contractors may be considered.

## I. RESPONSIBILITIES

### A. AROICC/AREICC

1. Provides technical/construction assistance.
2. Negotiates, with Contract Specialist, contract modifications (within delegated authority).
3. Reviews invoices for payment with Con Rep.

### B. Construction Representative

1. Provides construction assistance and daily job site coordination with your Superintendent and/or QC manager
2. Assures compliance with plans and specifications.
3. Coordinates utility outages/digging permits.
4. Reviews invoices for payment in the field prior to submission.

### C. Contract Specialist

1. Provides administrative assistance with bonds, insurance, payrolls, invoices.
2. Requests proposals and negotiates contract modifications (within delegated authority).

### D. Prime Contractor

1. Maintains safe job site, quality workmanship and timely completion.
2. Accident Prevention
  - a) Comply with Corps of Engineers Safety (EM 385-1-1) and OSHA.
  - b) Daily "hot work" permits.
3. Labor standards and EEO compliance.
4. Familiar with plans, specifications, reference specifications, contract clauses and station regulations.
5. Superintendent/QC Manager (see Section 01400 for details)
  - a) Competent, English-speaking superintendent on site during any work.
  - b) Must have authority to act for Contractor.
  - c) Is responsible for Quality Control.
  - d) Notify OICC/ROICC personnel promptly of changes.
6. Job Site Clean-up
  - a) Performed daily.
  - b) Disposal on base not permitted unless specified.
7. Protect site from storms and theft.
8. Respond to warranty calls.

II. The contractor estimates beginning work at the site on \_\_\_\_\_.

This proposed starting date \_\_\_\_ is/ \_\_\_\_ is not satisfactory to the using Activity.

If not, why \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The contractor \_\_\_\_ does \_\_\_\_ does not anticipate any delays in material or equipment delivery. Items and plan for resolution \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The contractor \_\_\_\_ does \_\_\_\_ does not anticipate any difficulties in meeting the contract completion date. Factors which may delay completion and proposed resolution \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. Passes: Submit one copy of name, home address and telephone number for key personnel of prime and all subcontractors. The ROICC will forward each list to the Pass Office. Submit requests for passes five working days prior to the requirement for access to avoid delays associated with workers trying to obtain a pass the day they are required to work on-site. All contractor employees must possess a contractor ID card to gain access to the base. Passes must be turned in to Security upon completion of the contract or upon termination of the individual in possession of the pass.

Special passes are required in certain areas of the \_\_\_\_\_.

IV. The contractor \_\_\_\_ will \_\_\_\_ will not require connections for Government utilities. The contractor is responsible for making his own arrangements for temporary utilities with the station Public Works Center and for meters, connections and payment. Utility service request forms needed are:

- Electricity \_\_\_\_\_
- Water \_\_\_\_\_
- Other \_\_\_\_\_

ConRep will provide forms and procedures for utilities connections.

V. The contractor requests space at the site for the following:

- \_\_\_\_\_ Field Office
- \_\_\_\_\_ Enclosed Field Storage
- \_\_\_\_\_ Temporary Access Roads
- \_\_\_\_\_ Open Field Storage
- \_\_\_\_\_ Vehicle Parking

Trailers and buildings shall be suitably painted and kept in a good state of repair. Failure to do so is sufficient reason to require their removal. Removal IS required before final payment is processed.

VI. The Activity will arrange for the following:

- \_\_\_\_\_ Contractor access to work area
- \_\_\_\_\_ Keys
- \_\_\_\_\_ Material or equipment to be moved

Special protection required for Government property in or near the construction area? \_\_\_\_\_

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Special problems or other restrictions on contractor's access to site? \_\_\_\_\_

Resolution \_\_\_\_\_

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VII. Special Scheduling Requirements

A. Normal Working Days/Hours: \_\_\_\_\_

Unless otherwise provided for in this contract, notify the OICC/ROICC in writing five (5) working days in advance of any work planned outside of these hours. Include a brief description of the work contemplated. OICC/ROICC approval for any work outside normal working hours must be obtained before the work is begun.

B. Special Schedules \_\_\_\_\_

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C. Contractor must request utility outages on the provided form at least 15 calendar days before the desired outage (unless otherwise noted by the contract). Obtain form from Construction Representative.

D. Contractor is responsible for contacting utility companies (including Miss Utility) and marking all underground utilities before ANY excavation.

E. Government Furnished Equipment (GFE)

1. GFE Items: \_\_\_\_\_

2. Date required by Contractor \_\_\_\_\_

3. Are rough-in drawings required? \_\_\_\_\_
4. Responsibility to store/protect GFE: \_\_\_\_\_

VIII. Changes

- A. Only a Contracting Officer may request a proposal for a contract modification from the contractor.
- B. Activity must direct customer requested changes to the AROICC. Time and cost impacts must be considered for any changes, *especially* once construction starts.

IX. Acceptance and Turnover

- A. AROICC will conduct a final inspection with the customer.
- B. Project will be turned upon acceptance at what is defined as the Beneficial Occupancy Date (BOD).

(\* *Activity may leave*)

X. General Requirements:

A. Safety and Health

1. Safety Plan and Hazard Analyses, including confined space entry procedures
2. Drug Free Workplace
3. Hazardous Material Removal and Disposal
4. Storm and Hurricane Procedures (enclosed if applicable)
5. Guide for Safety Plan enclosed.

B. Contractor Production/Quality Control Report (Section 1300)

1. Submit within next working day (2 copies).
2. Complete and accurate. Note all labor, material and time associated with change order work.
3. All signatures must be original (no pre-signed forms).
4. Forms and instructions enclosed. All forms available on floppy from ConRep.

C. Schedule of Prices

1. ONLY payment for bond will be processed prior to approval of the schedule of prices.
2. Discuss with AROICC/AREICC before submitting if any questions.

3. Submit two copies on Form 4330/4, each signed by an officer of your firm. Schedule must show quantifiable work items, quantities, cost of material, labor and equipment. List items by spec section and include Construction Category Codes per Section 1010. List equipment for construction and testing under the labor column. List bond and as-built drawings as separate line items. Lump sum items will be paid only when all work for that item is complete. Distribute mobilization, engineering/layout, profit and overhead throughout the work items. This will establish the line items for the monthly estimate for voucher schedule which is the basis for progress payments.
4. No payment for material stored off-site unless contract provides for. Special conditions for storage, inspection, ownership and insurance apply.
5. Follow these general guidelines for payment for TABS work:
 

a)	Completion of Season I Field Work	40%
b)	Submission and approval of Season I Report	50%
c)	Submission and approval of Season II Report	10%
6. Schedule of Prices, Form 4330/4 enclosed.

D. Contractor's Invoice

1. Review with Construction Representative before submitting.
2. Payment for materials/equipment on site only with approved submittals and factory testing, if applicable, complete and test reports approved.
3. Retention will normally not be held with acceptable progress and performance. Up to 10% of each invoice will be held if progress is unacceptable or other deficiencies persist in administrative or quality items.
4. No more than 80% of major mechanical/electrical equipment cost will be paid until equipment is field tested and accepted unless schedule of prices includes a separate and adequate line item for testing.
5. Submit two copies the Contractors' Estimate for Voucher, with Invoice, Affidavit and Certification of Payment, along with certified payrolls, updated progress schedule and updated submittal log.
6. Estimate for Voucher, Invoice, Affidavit, Certification of Payment, and Release forms enclosed.

E. Progress Schedule

1. Submit two copies of original progress schedule. It should include a logical sequence of the work and must include time for submittals, approvals and procurement, as well as installation and testing. The progress schedule should also note the timing for connections to new utilities so that coordination with the utility companies will not delay the final connection. The anticipated completion should agree with the contract completion date and should include sufficient contingencies for inclement weather, holidays and possible contractor delays.
2. ROICC will review and approve or request adjustments as necessary.
3. Updated copy must be submitted with each invoice; and when required by major changes in the work, or progress payment may be affected. If no changes to previous schedule, include statement to that effect with invoice.
4. Progress Schedule and Record, Form 4-4700/1 enclosed.

F. Submittal Log (Section 1300)

1. Submit two copies of list of material and equipment submittals and shop drawings which require approval. **Send one copy to the A/E.**
2. Submit updated copy with each request for progress payment. If no changes to log, include statement to that effect with invoice.

G. Submittals

1. Submit in accordance with flow charts in this package and Section 1300. The A/E for this contract is \_\_\_\_\_
2. This contract does\_\_ does not \_\_\_\_\_ have an OMSI.
3. Clarify with AROICC/AREICC any discrepancies of where certain submittals should be sent. Generally, administrative and safety type submittals (two copies) go to the ROICC. Some technical submittals are contractor-approved; most are designer-approved; some specialty areas (such as transformers, HVAC, TABS) require LANTDIV or Public Works approval.
4. **Only the government (ROICC) can approve deviations.**
5. Approval of submittals does not relieve the contractor from meeting the requirements of the contract plans and specifications.
6. Accurate, complete and timely submittals are vital for satisfactory progress.
7. Submittal transmittal, Form 4-4355/3, submittal flow charts and copy of submittal letter to A/E enclosed.

- H. As-Built Drawings
1. Maintain one full-size set. Mark changes in red to show all variations between actual construction and that indicated on the contract documents. If no changes, mark drawings "As-Builts - No Changes."
  2. No final payment without approved as-built drawings.
- I. As-Built Record of Materials & Equipment/Product Warranty List (Section 1700)
1. No final payment without this when required.
  2. If contract has OMSI manual, verify requirements with AROICC/AREICC.
- J. Operation and Maintenance Data (Section 1730)
1. Submit before start-up and testing of equipment.
- K. Weekly Payrolls and Statement of Compliance
1. No progress payments unless payroll submittals are complete and correct.
  2. No final payment until all payrolls received and labor problems resolved.
  3. Wage interviews will be conducted.
  4. Instructions for labor standards compliance, Statement and Acknowledge, Form 1413, Request for Authorization of Additional Classification and Rate, Form 1444, Statement of Compliance, Form 879 and Labor and EEO posters enclosed.
- L. Quality Control and Inspection
1. See Section 1400. Quality Control Plan is a tool to be used. QC meetings held bi-weekly at a minimum.
  2. Special Attention Areas
    - a) Hazardous Materials to be Disturbed or Removed. (Plan guidelines enclosed if applicable)
    - b) TABS/ACATS per Sections 15996 & 15972.
    - c) Roofing: A pre-roofing conference will be held after submittals are approved and before any roofing work is started. Note roof system warranty requirements.
    - d) Pad-mounted transformers: Government will review design submittals, witness and/or review factory testing in accordance with Section 16462. There will be no payment for this equipment until design and factory testing is approved. The Government will witness and and approve field testing and the field test reports before full payment for the transformer.

e) Special attention areas in this contract:

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3. Inspection

a) Three stages of inspection throughout contract.

b) Prefinal and Final Inspections.

(1) Prefinal conducted upon request. Work must be substantially complete. Purpose of prefinal is to assist contractor in completion of the work and aid in early identification of outstanding items.

(2) Final inspection conducted when all requirements, including all testing and field verifications have been completed.

4. All punchlist work must be completed within 30 days of Final Inspection.

5. Final payments and release of retention will not occur until all punch list items are complete.

M. Warranty

1. Contractor warranties construction for one year or as defined by specific warranties per specification (Example - roof system, 10 years).

2. Special warranties for this contract are \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

N. Value Engineering Change Proposal (VECP)

1. Submittal a VECP to the ROICC for a change which has a cost savings *and* maintains or exceeds the quality in the contract plans and specifications. Share savings on a 55% -45% basis.

2. Discussion with the LANTDIV Value Engineer will not affect consideration of the proposal, and may clarify questions without obligation before the formal submission.

3. Information packet enclosed.

- O. “Buy American” Act            \_\_\_\_\_ Applies            \_\_\_\_\_ Does Not Apply
1.     Material or equipment from Canada, Mexico and the European Community is acceptable on contracts \$6.5 million and above.
  2.     With limited exceptions, equipment for all other contracts must be assembled in the U.S and must contain at least 51% of American-made components.

XI.    Standards of Conduct: Bribes, gifts, gratuities or any other favor may not be offered to any Government representative. THIS IS A FEDERAL LAW! Removal from the job and prosecution will be pursued.

XII.    Partnering: This contract will be “partnered” at level \_\_\_\_\_. All levels of partnering require good communication and mutual respect between the parties. The ROICC is committed to the concept of partnering on every project.

XIII.    Disputes: Although not anticipated nor desired, an unfortunate fact of construction administration is the possibility of a disagreement over the contract requirements. If this occurs, we will attempt to resolve the disagreement at this level. If this is not possible, the contractor's rights to fully outline the contractor's position on the Dispute is described in the contract.

XIV.    The following additional conditions/questions particular to the contract were discussed:

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XV.    THE FOLLOWING ITEMS MUST BE SUBMITTED and APPROVED PRIOR TO START OF **ANY** ON-SITE WORK:

- A.     Performance and Payment Bonds (Two executed copies, with Power of Attorney) \_\_\_\_\_ is \_\_\_\_\_ is not required.
- B.     Insurance Certificates - Specifications establish the required coverage. Maintain same coverage for all subcontractors working on this contract.
- C.     Safety Plan
- D.     Environment Protection Plan            \_\_\_\_\_ is \_\_\_\_\_ is not required.

## **SAMPLE STORM AND HURRICANE CONDITIONS**

The hurricane season for this area is between June 1 and November 30. Storms of non-tropical origins such as frontal passage, local thunderstorms and tornadoes are more frequent and can occur year round. Each contractor is required to make all necessary and practical preparations to minimize danger to personnel, protect the work under the contract, and prevent damage to other property adjacent to the work. You shall also make any preparations required by the Commanding Officer having cognizance over the location of the work, and as directed by the Contracting Officer.

To ensure all activities on station are prepared to receive destructive weather, the U. S. Navy utilizes a uniform notification procedure and a system of locally prepared plans. We will notify you when these procedures are implemented, both as a courtesy and to enable you to better prepare for anticipated destructive conditions. The various types of storms which occur in this area and their readiness conditions are as shown on the enclosure.

You must take any and all preparations directed by the Government representatives and demonstrate to our satisfaction that your workers and job site are prepared for destructive weather. Obviously, you must actively anticipate these needs and ensure they are properly prepared for. Preparation for the major storms and hurricanes includes, but is not limited to, the following actions:

- Secure or remove all stored material and equipment so that it does not become a hazard.
- Secure temporary utilities where possible.
- Check trailer tiedowns.
- Cover all exposed openings in existing facilities to minimize wind/water damage.
- Take all precautions necessary, or as directed by Base Security or ROICC Personnel, to prevent damage to Government property or hazards to personnel.
- Evacuate the site after hurricane preparations are complete, but prior to arrival of the storm.

Additionally, in preparation for the hurricane season, you are to:

- a) Develop hurricane preparation plan that addresses a plan of action for securing material and equipment when directed to do so. Be prepared to execute this plan on two hours notice from this office at any time of day or night, including weekends.
- b) Fully brief your on-site superintendents, key home office personnel and QC representatives. They should be completely familiar with your hurricane preparation plan.
- c) Provide a list of office and home phone numbers for a primary and secondary contact who can be relied on to take timely action upon notice from the OICC/ROICC office. Update this list should be as required.

The hurricane season is a fact of life in Hampton Roads. We can be prepared by working together now. Let's help one another protect our interests.

## **SAFETY PLAN GUIDELINES**

The Naval Facilities Engineering Command has established an intensive safety and health program in an effort to provide safe and healthful work conditions for each and every person engaged in NAVFAC contract construction operations. This provides savings to the Government, savings to your company and the preservation of human resources. We direct your attention to the requirement for a safety and health program conforming to Federal, State, local and other specified laws, rules and regulations.

In accordance with the Contract Clause entitled "Accident Prevention" and Section 01.A.03 of the US Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, you are required to submit a written proposal for the Accident Prevention/Safety and Health Plan. Send this proposed program to the Resident Officer in Charge of Construction for review and acceptance. **NO WORK MAY BEGIN ON SITE UNTIL THE CONTRACTING OFFICER'S REPRESENTATIVE HAS ACCEPTED YOUR PLAN.**

The US Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, shall rule and guide all safety programs. You may purchase this manual from the Superintendent of Documents, P.O. Box 371954, Pittsburgh, PA 15250-7954. The phone number is 202-512-1800. Keep a copy of the manual at the job site.

The following outline is a minimum requirement for your safety and health program, and is a guide to use when preparing your safety plan.

- Plan acknowledges that the prime contractor is responsible for ensuring a place of employment where no person employed in the performance of the contract works in surroundings or under conditions that are unsanitary, hazardous or dangerous to his/her health or safety.
- Layout drawing of the site indicating access roads, fire/ambulance lanes, location of first aid stations, location of required danger alarm systems, location of offices, parking for private vehicles and equipment and storage areas of flammable liquids and paints.
- Sketch or map indicating definite routing to medical facilities and names of hospital/doctors. Post copy in the first aid station.
- State plans for providing activity hazard analysis prior to beginning each major phase of work iaw EM 385-1-1 and method for communicating to site employees.

Include the following general items:

- a) Named safety representative, qualifications and his/her authority to direct work stoppage and expend funds to eliminate imminent danger conditions.
- b) Plans for providing medical service.
- c) Frequency of safety inspections by your safety representative.

Include the following provisions from EM 385-1-1:

- a) All construction areas shall be designated "Hard Hat Areas," and warning signs shall be posted at all entry points. (Section 0.5.D)
- b) The greatest number of employees to be working at any one time during peak construction period. (Section 0.3.A)
- c) Company plans for initial safety indoctrination and continued safety education of all employees, including weekly safety meetings. (Table 1-1 page 3)
- d) Company housekeeping plans. (Section 14.C)
- e) Plans for providing adequate personal protective equipment, ventilation, lighting and noise control. (Sections 5, 0.6.G and 0.7.A)

- f) Plans for immediately completing and forwarding to the ROICC lost-time accident and property damage reports. (Section 01.D)
- g) The plan must be specific as to your proposal for compliance with the requirements of the US Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1

In addition, incorporate the following items from EM 385-1-1 into the safety and health program as applicable, depending on the type of construction:

- a) Plan for traffic control and marking of hazards (haul roads, highways or other traffic intersections, railroads, utilities, prohibited areas, etc.). (Sections 0.8.E)
- b) Plan for fire protection, including portable fire extinguishers, water barrels, hydrants, sprinkler systems and notification of the fire department as to the location of fire lands. (Section 9)
- c) Plan for excavations including slope protection shoring, guarding, barricades, excavation access and excavated material storage. Include name of competent person for excavation safety. (Section 25)
- d) Plan for scaffolding including planking size, cleats, guardrails, toe boards, anchor points, put logs, section pins and scaffold access. (Section 22)
- e) Plan for the safe use of ladders including types for specific uses. (Section 21.D)
- f) Plan for the use of cranes or derricks and the testing and inspection thereof including hook latches, cables, boom stops, load tables, warning devices and fire extinguishers. (Section 16)
- g) Plan for testing and inspecting equipment and the provision of backup alarms for tractors, backhoes, dozers, motor graders, etc. (Section 16)
- h) Plan for storage of hazardous and/or flammable liquids, including paints. (Section 0.9.B)
- i) Plan for submittal of formwork and falsework drawings for OICC review. Indicate also on progress chart to prevent submittal delay. (Section 27.B.02.b)
- j) Plan for provision of toilets and suitable drinking water. (Section 02.B)
- k) Plan to check and test electrical tools and appliances for required ground. (Section 11.C)
- l) Plan to install electrical circuits iaw the National Electric Code. (Section 11.A.01)
- m) Detailed procedures to lock-out, tag and ground circuits to be de-energized. (Section 12)
- n) State complete procedures to eliminate and/or control hazards while performing work in confined or enclosed space. (Section 6)
- o) Plan for covering floor/roof holes and barricading wall and floor openings. (Section 24)
- p) Plan for use of safety nets in areas where the use of harnesses and life lines or scaffolds is not practical. (Section 5.G)
- q) Plan to use safety harnesses, life lines and lanyards when necessary and practical. (Section 5.F)
- r) Plan for providing welding protection including shields, fire extinguishers, ventilation, hot work permits and fire watches. (Section 10, 05.B)
- s) Plan for hazards communication program.
- t) Plan for drug free workplace.
- u) Contingency plans for severe weather.

Please submit your site specific safety plan for review and acceptance. You and your subcontractors should also be aware that the Government's Construction Representative is authorized to stop work in the event of any safety violations.

This Command will aid and assist in every way possible to assure timely completion of an accident-free project.

# DAILY CONFINED SPACE ENTRY PERMIT

DATE \_\_\_\_\_ TIME \_\_\_\_\_

Location of work \_\_\_\_\_

Description of work \_\_\_\_\_

Activity/Code \_\_\_\_\_

Phone Number

	Yes	No	N/A
Bland and/or disconnect all piping	_____	_____	_____
Electrical Lockout	_____	_____	_____
Mechanical Lockout	_____	_____	_____

## Atmospheric Gas Test:

Oxygen ..... \_\_\_\_\_  
Reading

Flammability ..... \_\_\_\_\_  
Reading

Toxicity: \_\_\_\_\_  
Type of Material Reading

\_\_\_\_\_  
Type of Material Reading

\_\_\_\_\_  
Type of Material Reading

NOT SAFE for Personnel – NOT Safe for Hot Work

SAFE for Personnel – NOT Safe for Hot Work

SAFE for Personnel – SAFE for Hot Work

Test performed by: \_\_\_\_\_  
Signature of Qualified Person

\_\_\_\_\_  
Phone Number

Contractor Rep. \_\_\_\_\_  
Signature

Special requirements, e.g. Personnel protective equipment, ventilation, fire protection, tools, communication, monitoring, etc.

POST IN A CONSPICUOUS PLACE CLOSE TO ENTRANCE. COPY TO SUPVR.

<b>CONTRACTOR PRODUCTION REPORT</b> <small>(ATTACH ADDITIONAL SHEETS IF NECESSARY)</small>				DATE <span style="float: right;">Enter Date (DD/MMM/YY)</span>	
CONTRACT NO <b>Enter Cnt# Here</b>		TITLE AND LOCATION <b>Enter Title and Location of Construction Contract Here</b>		REPORT NO <span style="float: right;">Enter Report # Here</span>	
CONTRACTOR <b>Enter The Contractor's Company Name Here</b>			SUPERINTENDENT <b>Enter Superintendent's Name Here</b>		
AM WEATHER <b>Enter AM Weather Data Here</b>		PM WEATHER <b>Enter PM Weather Data Here</b>		MAX TEMP (F) <b>Enter Max Temp Here</b>	MIN TEMP (F) <b>Enter Min Temp Here</b>
WORK PERFORMED TODAY					
Schedule Activity No.	WORK LOCATION AND DESCRIPTION	EMPLOYER	NUMBER	TRADE	HRS
<b>JOB SAFETY</b>		WAS A JOB SAFETY MEETING HELD THIS DATE? <small>(If YES attach copy of the meeting minutes)</small>		<input type="checkbox"/> YES <input type="checkbox"/> NO	
		WERE THERE ANY LOST TIME ACCIDENTS THIS DATE? <small>(If YES attach copy of completed OSHA report)</small>		<input type="checkbox"/> YES <input type="checkbox"/> NO	
		WAS CRANE/MANLIFT/TRENCHING/SCAFFOLD/HV ELEC/HIGH WORK/ HAZMAT WORK DONE? <small>(If YES attach statement or checklist showing inspection performed.)</small>		<input type="checkbox"/> YES <input type="checkbox"/> NO	
		WAS HAZARDOUS MATERIAL/WASTE RELEASED INTO THE ENVIRONMENT? <small>(If YES attach description of incident and proposed action.)</small>		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Schedule Activity No.		LIST SAFETY ACTIONS TAKEN TODAY/SAFETY INSPECTIONS CONDUCTED			<input type="checkbox"/> SAFETY REQUIREMENTS HAVE BEEN MET.
EQUIPMENT/MATERIAL RECEIVED TODAY TO BE INCORPORATED IN JOB (INDICATE SCHEDULE ACTIVITY NUMBER)					
Schedule Activity No.	Submittal #	Description of Equipment/Material Received			
CONSTRUCTION AND PLANT EQUIPMENT ON JOB SITE TODAY. INDICATE HOURS USED AND SCHEDULE ACTIVITY NUMBER.					
Schedule Activity No.	Owner	Description of Construction Equipment Used Today (incl Make and Model)			Hours Used
Schedule Activity No.	REMARKS				
_____ CONTRACTOR/SUPERINTENDENT				_____ DATE	

# CONTRACTOR QUALITY CONTROL REPORT

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

DATE Enter (DD/MMM/YY)

REPORT NO Enter Rpt # Here

PHASE	CONTRACT NO <span style="float: right;">Enter Cnt# Here</span>	CONTRACT TITLE <span style="float: right;">Enter Title and Location of Construction Contract Here</span>
-------	--	--

<b>PREPARATORY</b>	WAS PREPARATORY PHASE WORK PREFORMED TODAY? <span style="float: right;">YES <input type="checkbox"/> NO <input type="checkbox"/></span>	
	IF YES, FILL OUT AND ATTACH SUPPLEMENTAL PREPARATORY PHASE CHECKLIST.	
	Schedule Activity No.	Definable Feature of Work

<b>INITIAL</b>	WAS INITIAL PHASE WORK PREFORMED TODAY? <span style="float: right;">YES <input type="checkbox"/> NO <input type="checkbox"/></span>	
	IF YES, FILL OUT AND ATTACH SUPPLEMENTAL INITIAL PHASE CHECKLIST.	
	Schedule Activity No.	Definable Feature of Work

<b>FOLLOW-UP</b>	WORK COMPLIES WITH CONTRACT AS APPROVED DURING INITIAL PHASE? <span style="float: right;">YES <input type="checkbox"/> NO <input type="checkbox"/></span>	
	WORK COMPLIES WITH SAFETY REQUIREMENTS? <span style="float: right;">YES <input type="checkbox"/> NO <input type="checkbox"/></span>	
	Schedule Activity No.	Description of Work, Testing Performed & By Whom, Definable Feature of Work, Specification Section, Location and List of Personnel Present

REWORK ITEMS IDENTIFIED TODAY (NOT CORRECTED BY CLOSE OF BUSINESS)		REWORK ITEMS CORRECTED TODAY (FROM REWORK ITEMS LIST)	
Schedule Activity No.	Description	Schedule Activity No.	Description

REMARKS (Also Explain Any Follow-Up Phase Checklist Item From Above That Was Answered "NO"), Manuf. Rep On-Site, etc.	
Schedule Activity No.	Description

On behalf of the contractor, I certify that this report is complete and correct and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge except as noted in this report.

\_\_\_\_\_  
AUTHORIZED QC MANAGER AT SITE DATE

## GOVERNMENT QUALITY ASSURANCE REPORT

DATE

QUALITY ASSURANCE REPRESENTATIVE'S REMARKS AND/OR EXCEPTIONS TO THE REPORT	
Schedule Activity No.	Description

\_\_\_\_\_  
GOVERNMENT QUALITY ASSURANCE MANAGER DATE

<b>PREPARATORY PHASE CHECKLIST</b>		SPEC SECTION	DATE
(CONTINUED ON SECOND PAGE)		Enter Spec Section # Here	Enter Date (DD/MMM/YY)
CONTRACT NO	DEFINABLE FEATURE OF WORK	SCHEDULE ACT NO.	INDEX #
Enter Cnt# Here	Enter DFOV Here	Enter Sched Act ID Here	Enter Index# Here
<b>PERSONNEL PRESENT</b>	GOVERNMENT REP NOTIFIED _____ HOURS IN ADVANCE: YES <input type="checkbox"/> NO <input type="checkbox"/>		
	NAME	POSITION	COMPANY/GOVERNMENT
<b>SUBMITTALS</b>	REVIEW SUBMITTALS AND/OR SUBMITTAL REGISTER. HAVE ALL SUBMITTALS BEEN APPROVED? YES <input type="checkbox"/> NO <input type="checkbox"/>		
	IF NO, WHAT ITEMS HAVE NOT BEEN SUBMITTED? _____		
	ARE ALL MATERIALS ON HAND? YES <input type="checkbox"/> NO <input type="checkbox"/>		
	IF NO, WHAT ITEMS ARE MISSING? _____		
<b>MATERIAL STORAGE</b>	ARE MATERIALS STORED PROPERLY? YES <input type="checkbox"/> NO <input type="checkbox"/>		
	IF NO, WHAT ACTION IS TAKEN? _____		
<b>SPECIFICATIONS</b>	REVIEW EACH PARAGRAPH OF SPECIFICATIONS. _____		
	DISCUSS PROCEDURE FOR ACCOMPLISHING THE WORK. _____		
	CLARIFY ANY DIFFERENCES. _____		
<b>PRELIMINARY WORK &amp; PERMITS</b>	ENSURE PRELIMINARY WORK IS CORRECT AND PERMITS ARE ON FILE.		
	IF NOT, WHAT ACTION IS TAKEN? _____		

<b>TESTING</b>	IDENTIFY TEST TO BE PERFORMED, FREQUENCY, AND BY WHOM. _____
	_____
	_____
	WHEN REQUIRED? _____
	_____
	WHERE REQUIRED? _____
	_____
	REVIEW TESTING PLAN. _____
	_____
	HAS TEST FACILITIES BEEN APPROVED? _____
_____	
<b>SAFETY</b>	ACTIVITY HAZARD ANALYSIS APPROVED? YES <input type="checkbox"/> NO <input type="checkbox"/>
	REVIEW APPLICABLE PORTION OF EM 385-1-1. _____
	_____
<b>MEETING COMMENTS</b>	NAVY/ROICC COMMENTS DURING MEETING.
	_____
	_____
	_____
	_____
	_____
<b>OTHER ITEMS OR REMARKS</b>	OTHER ITEMS OR REMARKS:
	_____
	_____
	_____
	_____
	_____
_____ QC MANAGER <span style="float: right;">DATE</span>	

<b>INITIAL PHASE CHECKLIST</b>		SPEC SECTION Enter Spec Section # Here	DATE Enter Date (DD/MMM/YY)
CONTRACT NO Enter Cnt# Here	DEFINABLE FEATURE OF WORK Enter DFOV Here	SCHEDULE ACT NO. Enter Sched Act ID Here	INDEX # Enter Index# Here
<b>PERSONNEL PRESENT</b>	GOVERNMENT REP NOTIFIED _____ HOURS IN ADVANCE:      YES <input type="checkbox"/> NO <input type="checkbox"/>		
	NAME	POSITION	COMPANY/GOVERNMENT
<b>PROCEDURE COMPLIANCE</b>	IDENTIFY FULL COMPLIANCE WITH PROCEDURES IDENTIFIED AT PREPARATORY. COORDINATE PLANS, SPECIFICATIONS, AND SUBMITTALS.		
	COMMENTS: _____		
<b>PRELIMINARY WORK</b>	ENSURE PRELIMINARY WORK IS COMPLETE AND CORRECT. IF NOT, WHAT ACTION IS TAKEN?		
<b>WORKMANSHIP</b>	ESTABLISH LEVEL OF WORKMANSHIP. WHERE IS WORK LOCATED? _____		
	IS SAMPLE PANEL REQUIRED?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	WILL THE INITIAL WORK BE CONSIDERED AS A SAMPLE?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	(IF YES, MAINTAIN IN PRESENT CONDITION AS LONG AS POSSIBLE AND DESCRIBE LOCATION OF SAMPLE) _____		
<b>RESOLUTION</b>	RESOLVE ANY DIFFERENCES.		
	COMMENTS: _____		
<b>CHECK SAFETY</b>	REVIEW JOB CONDITIONS USING EM 385-1-1 AND JOB HAZARD ANALYSIS		
	COMMENTS: _____		
<b>OTHER</b>	OTHER ITEMS OR REMARKS		
_____ QC MANAGER		_____ DATE	

# GOVERNMENT QUALITY ASSURANCE (QA) REPORT

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

DATE Enter Date (DD/MMM/YY)

CONTRACT NO  
Enter Cnt# Here

TITLE AND LOCATION  
Enter Title and Location of Construction Contract Here

REPORT NO Enter Report # Here

<b>Status</b>	<b>WORKING?</b>	YES	NO	IF NO, WHY NOT: _____
		<input type="checkbox"/>	<input type="checkbox"/>	
WEATHER CONDITIONS: _____				

Check Points		YES	NO	REMARKS:
	SUPERINTENDENT ON SITE	<input type="checkbox"/>	<input type="checkbox"/>	
	QC MANAGER ON SITE	<input type="checkbox"/>	<input type="checkbox"/>	
	QC REPORTS CURRENT	<input type="checkbox"/>	<input type="checkbox"/>	
	AS-BUILTS CURRENT	<input type="checkbox"/>	<input type="checkbox"/>	
	SUBMITTALS APPROVED FOR FOR ONGOING WORK	<input type="checkbox"/>	<input type="checkbox"/>	
	DEFICIENCY LIST REVIEWED	<input type="checkbox"/>	<input type="checkbox"/>	

WORK OBSERVED/DEFICIENCIES NOTED/SAFETY ISSUES DISCUSSED/QA TESTS AND RESULTS:

Schedule Activity No	DESCRIBE OBSERVATIONS

MEETING/CONFERENCE NOTES (INCLUDING PARTICIPANTS):

Schedule Activity No.	NOTES

INSTRUCTIONS GIVEN OR RECEIVED/CONTROVERSIES PENDING:

Schedule Activity No.	INSTRUCTIONS/CONTROVERSIES

_____ QA REPRESENTATIVE	_____ DATE	_____ SUPV INITIALS	_____ DATE
----------------------------	---------------	------------------------	---------------





**SCHEDULE OF PRICES (CONSTRUCTION CONTRACT)**  
**NAVFAC 4330/4 (REV. 10-77)**  
**S/N 0105-IF-003-3020**

*PART I (To be completed by contractor)*

1. ACTIVITY AND LOCATION

2. TITLE OF CONTRACT AND SITE LOCATION

3. NAME AND ADDRESS OF CONTRACTOR

4. SIGNATURE AND TITLE OF CONTRACTOR'S AGENT

*PART II (To be completed by OICC or ROICC)*

1. CONTRACT NO.	2. DATE OF CONTRACT	3. CONTRACT PRICE	4. SECOND LOW BID	5. HIGH BID	6. NO. OF BIDDERS
-----------------	---------------------	-------------------	-------------------	-------------	-------------------

7. ALLOTMENT OR ALLOCATION NO.	8. APPROPRIATION TITLE
--------------------------------	------------------------

9. TIME FOR COMPLETION (Days)	10. REVIEWED & FORWARDED (Date)	11. SIGNATURE OF APPROVING OICC
-------------------------------	---------------------------------	---------------------------------

12. a. ITEM NO.	b. DESCRIPTION OF ITEM	c. QUANTITIES		d. MATERIAL COST		e. LABOR COST		f. TOTAL COST
		NO. OF UNITS	UNIT	UNIT COST	COST	UNIT COST	COST	

## NAVAL FACILITIES ENGINEERING COMMAND CONTRACTOR'S INVOICE

INVOICE DATE \_\_\_\_\_

INVOICE NUMBER \_\_\_\_\_

FROM:

TO: Officer in Charge of Construction  
 VIA: Resident Officer in Charge of Construction

1. Below is a Statement of Performance under Contract \_\_\_\_\_ at (Station) \_\_\_\_\_

The enclosure provides breakdown of this statement of performance.

A. Total value of contract through change	\$	
B. Percentage of performance complete		%
C. Value of completed performance	\$	
D. Less: Total of prior invoices	\$	
E. Amount of this invoice	\$	

Signature and Title \_\_\_\_\_

**FIRST ENDORSEMENT**

Date \_\_\_\_\_

FROM: ROICC \_\_\_\_\_

TO: \_\_\_\_\_

1. Payment is recommended as follows:

A. Amount of work complete to _____	\$	
B. Less: Total of prior invoices	\$	
C. Amount of this invoice	\$	
D. Less: Retention this invoice (0 to 10% of Item C)	\$	
Total retention prior invoices	\$	
Other deductions	\$	
E. Sub-total	\$	
F. Less previous payments	\$	
G. Recommended amount for _____ payment	\$	

2. Elapsed contract time \_\_\_\_\_ %

3.

Signature and Title \_\_\_\_\_

<sup>1</sup>ROICC

Pursuant to authority vested in me, I certify that this invoice is correct and proper for payment.

DATE \_\_\_\_\_ Signature and Title \_\_\_\_\_

<sup>1</sup>Authorized Certifying Officer

ACRN	APPN/SUBHEAD	OC	BCN	SA	AAA	TT	PAA	COST CODE	AMOUNT
------	--------------	----	-----	----	-----	----	-----	-----------	--------

<sup>1</sup>If the ability to certify and authority to recommend are combined in one person, one signature only is necessary; otherwise the ROICC will sign in the space provided.

Contract N62470—  
Atlantic Division  
Naval Facilities Engineering Command

AFFIDAVIT

TO ACCOMPANY INVOICE NO. \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I \_\_\_\_\_, being  
(Name and Title)

duly sworn to depose and say that \_\_\_\_\_  
(Prime Contractor)

and his Subcontractors who have performed at the site any part of the work under

Contract N62470—\_\_\_\_\_ for the period ending \_\_\_\_\_ and covered by

this invoice, have complied with the Labor Standards provisions of the contract.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

(SEAL)

(To be accomplished by person authorized to sign invoice)

CERTIFICATION OF PAYMENT

\_\_\_\_\_  
(Contract Number)

I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;
- (2) 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 the subcontract agreements and the requirements of chapter 39 of Title 31, United States Code; and
- (3) This request for progress payment 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.

\_\_\_\_\_  
(Name)

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

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Date)



CONTRACTOR'S RELEASE  
NAVFAC 4330/7 (6-72)  
S/N 0105-LF-001-9100

**CONTRACTOR'S RELEASE UNDER CONTRACT \_\_\_\_\_**

KNOW ALL MEN BY THESE PRESENTS: In consideration of the premise and the sum of \_\_\_\_\_  
\_\_\_\_\_  
(\$ \_\_\_\_\_ )  
lawful money of the United States of America (hereinafter called the "Government") \_\_\_\_\_  
\_\_\_\_\_  
(\$ \_\_\_\_\_ )  
of which has already been paid and \_\_\_\_\_  
\_\_\_\_\_  
(\$ \_\_\_\_\_ ) of which is to be paid  
by the Government under the above-mentioned contract, the undersigned Contractor does, and by the receipt of said sum shall,  
for itself, its successors and assigns, remise, release and forever discharge the Government, its officers, agents, and employees, of  
and from all liabilities, obligations and claims whatsoever in law and in equity under or arising out of said contract.

IN WITNESS WHEREOF, this release has been executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

WITNESSES:

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ secretary  
of the corporation named as Contractor in the foregoing release; that \_\_\_\_\_  
who signed said release on behalf of the Contractor was then \_\_\_\_\_ of said corporation;  
that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope  
of its corporate powers.

(Corporate Seal)



## Sample Submittal Letter to A-E

A/E

Re: Contract N62470- -C- ; Title

Gentlemen:

We have instructed the prime contractor for this project, ....., to forward to your office for review all shop drawings, manufacturer's data, certifications and samples in accordance with the attached flowcharts, enclosure (1). This contract does/does not have an OMSI. The AROICC/AREICC for this contract is ....., phone..... If you have any questions, please call.

### **The procedures for handling submittals requiring Contracting Officer approval (but not LANTDIV or PWC) are as follows:**

a. Acceptable Submittals - If the submittal complies with the contract requirements, it shall be stamped APPROVED, dated and legibly signed by an authorized person. If minor revisions were made by the contractor in order to make the submittal comply with the requirements, it shall be stamped APPROVED, dated and signed. If minor revisions are made by the A/E in order to make the submittal comply with the contract requirements, it shall be stamped APPROVED-AS-NOTED (AN), dated and signed. The revisions must be identically marked on all copies of the submittal. Each revision must be initialed by the person making the revision. The reviewer's section of the transmittal form, including the endorsement returning the submittals to the contractor, shall be completed and both transmittal form and submittals distributed in accordance with the applicable flow chart.

b. Unacceptable Submittals - If the submittal does not comply with the contract requirements and cannot be made to comply by minor revisions and the contractor has not proposed and supported a deviation from the contract requirements, the submittal shall be stamped DISAPPROVED, dated, signed, and distributed in accordance with the applicable flow chart.

c. Proposed deviations from the contract requirements - If the contractor proposes a deviation from the contract requirements, it must be supported by the following information:

- (1) Reason for the proposed substitution.
- (2) If material or equipment is unavailable, document efforts made to procure.
- (3) Complete technical data on the proposed substitution sufficient to determine acceptability.
- (4) Acknowledge that all changes caused by the proposed substitution will be the responsibility of the contractor and at no additional cost to the Government.
- (5) Proposed change, if any, in the contract price and/or time.

These submittals shall be reviewed, but not stamped. The A/E comments/recommendations and reviewer action shall be noted on one copy of the transmittal form

and forwarded with the remaining endorsed transmittal forms, the unstamped submittals and A/E cost estimate to the OICC/ROICC.

The OICC/ROICC will review the submittal, confer if necessary with the designer and contractor, then stamp, date and sign and distribute to the contractor and A/E.

**The procedures for handling submittals requiring review and approval by the QC organization are as follows:**

a. Acceptable Submittals - If the submittal complies with the contract requirements, no action is required.

b. Unacceptable Submittals - If the submittal does not comply with the contract requirements and cannot be made to comply by minor revisions and the contractor has not proposed and supported a deviation from the contract requirements, advise the OICC/ROICC and contractor of your concerns in writing on the submittal transmittal by FAX within a reasonable timeframe. The OICC/ROICC will then settle the matter.

When a submittal must be revised by the A/E due to such reasons as changed Government requirements or correction of design deficiency, it must be forwarded to the OICC/ROICC with an explanation for the new requirements and the estimated change in contract price for the contractor to comply with the new requirements.

Only certifications that state that the item submitted complies with the contract requirements are acceptable. A statement that the item submitted is equal to or better than the specified item will not suffice.

When a submittal cannot be reviewed within two weeks, please advise the AROICC/AREICC what the estimated review time will be.

We have requested the contractor to submit his submittal log to your office. Do not hesitate to call the AROICC/AREICC if you have any questions.

Sincerely,

ROICC

Copy to:  
Contractor

Encl:  
(1) Flow Chart (Either LANTDIV w/ OMSI, LANTDIV w/o OMSI or Station Contract)  
(2) Contractor's Submittal Transmittal

**CONTRACTOR'S SUBMITTAL TRANSMITTAL**

LANTDIV NORFOLK 4-4355/3 (Rev. 11-80)

CONTRACT NO.	TRANSMITTAL NO.	DATE
PROJECT TITLE AND LOCATION		

FROM CONTRACTOR

TO

<p><b>CONTRACTOR USE ONLY</b></p> <p><i>*List only one specification division per form.</i></p> <p><i>List only one of the following categories on each transmittal form and indicate which is being submitted.</i></p> <p> <input type="checkbox"/> Contractor Approved                  <input type="checkbox"/> OICC Approval                  <input type="checkbox"/> Deviation/Substitution              For OICC Approval         </p>	<p><b>REVIEWER USE ONLY</b></p> <p><b>**ACTION CODES</b></p> <p><i>A-Approved</i>  <i>D-Disapproved</i>  <i>AN-Approved as noted</i>  <i>RA-Receipt acknowledge</i>  <i>C-Comments</i>  <i>R-Resubmit</i></p>
---	---

ITEM NO.	PROJ. SPEC. SECT. & PARA. and/or PROJ. DWG. NO.*	ITEM IDENTIFICATION (Type, size, model no., MFG. name, dwg. or brochure number)	NO. OF COPIES	ACTION CODES **	REVIEWER'S INITIALS CODE AND DATE

CONTRACTOR'S COMMENTS

COPY OF TRANSMITTAL AND SUBMITTALS TO ROICC	CONTRACTOR REPRESENTATIVE (Signature)
---	---------------------------------------

DATE RECEIVED BY REVIEWER	FROM (Reviewer)	TO
---------------------------	-----------------	----

- Submittals are returned with action indicated. Approval of an item does not include approval of any deviation from the contract requirements unless the contractor calls attention to and supports the deviation.
- Submittals are forwarded to LANTDIV with A-E recommendations indicated in REVIEWER USE ONLY Section and in comments below on ONE COPY of the transmittal form.

REVIEWER'S COMMENTS

COPIES TO: ROICC (2) LANTDIV (1) A-E (1)	DATE	SIGNATURE
---	------	-----------

# LABOR

In performance of this work, attention is invited to the contract Labor Standards Provisions which are based on the Davis- Bacon Act, Copeland (Anti-Kickback) Act, Contract Work Hours and Safety Standards Act-Overtime Compensation and Parts 3 and 5 of the Secretary of Labor's Regulations (Parts 3 and 5, Subtitle A, Title 29, Code of Federal Regulations).

The following is a general summary of the Labor Standards requirements:

a. SUBCONTRACTORS - The prime contractor shall submit a list of the subcontractors and sub-subcontractors who will work at the site, stating the nature of their work, names, home addresses, and telephone numbers of key employees to be used in the event of an emergency. Each subcontractor (regardless of tier) must execute a statement acknowledging the inclusion of the Equal Employment and Labor Standard Clauses in his subcontract. Attached as enclosure (1) is a copy of Standard Form 1413, Statement and Acknowledgment, to be used in submitting this information. These forms are to be forwarded in duplicate to the OICC/ROICC.

b. PAYROLLS - Employees must be paid on a weekly basis and you are required to submit within seven days after employees are paid, a copy of your weekly payroll containing the names of all laborers and mechanics employed or working directly on site of the work, classifications, hours worked each date, total straight-time and overtime hours for the week, hourly rates of pay, gross amount of wages, deductions and net amounts of wages actually received by the employees. Addresses and social security numbers of employees must be furnished with the first payroll on which their name appears or if their addresses change. Payrolls are to be numbered consecutively. All payrolls must contain original signatures of authorizing agent. Delivery of all payrolls, statements and other required forms and information should be made to the OICC/ROICC.

As prime contractor, you are responsible for the proper submission of payrolls for all subcontractors and sub-subcontractors and for ensuring that laborers and mechanics on the contract work are properly classified and paid. "Mechanics" mean those workers and working foremen who work predominantly with their hands and/or tools and equipment. A "Laborer" is one who performs manual work at a toilsome occupation requiring physical strength as distinguished from mental training, whereas a "mechanic" is a skilled workman who has learned a trade.

Thus, the work of a laborer usually consists of the following type of activity:

- (1) Digging and filling holes
- (2) Loading, unloading and stockpiling materials
- (3) Cleaning and sweeping
- (4) Driving stakes
- (5) Stripping forms
- (6) Ripping out material which is to be discarded
- (7) Clearing and grubbing

While a laborer may assist a mechanic in the performance of the mechanic's work, he may not actually do the work of a mechanic or use the tools peculiar to an established trade. While using such tools or performing such work, he is classified and shall be paid as a journeyman.

Accordingly, accurate payroll information is essential since an unexplained overabundance of laborers in relation to the number of journeymen will require the performance of a labor compliance investigation to ensure compliance with the labor standards provisions of the contract.

This does not include office workers, superintendents, and technical engineers. Payrolls are not required for commercial suppliers who only deliver materials, such as ready-mixed concrete, to the site. However, payrolls are required for rental equipment when such rentals include the services of an operator at the site.

c. FRINGE BENEFITS - The contract wage decision, in addition to the basic hourly rate, will list required fringe benefits payments (health and welfare, pensions, vacation, apprentice training, etc.) for some of the work classifications. Instructions to contractors who pay all required fringe benefits to approved plans, funds or programs and contractors who do not pay fringe benefits to such approved plans are contained on the reverse side of DD Form 879, Statement of Compliance [copies of which are attached as enclosure (2)].

If additional copies are required, please advise the OICC/ROICC. If you are not a participant in such approved plans, funds or programs, payment must be made directly to the individual workers in the amount equal to the prescribed benefits by increasing the basic hourly rate. For a more detailed explanation please refer to the "Labor Standards Provisions" of the contract.

d. OVERTIME - Laborers and mechanics (including watchmen and guards) must receive payment at no less than one and one-half times their basic hourly rate plus fringe benefits for all hours of work in excess of forty (40) hours in the work week. In the event of violation of this requirement, the contractor shall be liable to the affected employee for any amounts due and to the United States Government for liquidated damages of \$10.00 per day for each individual laborer or mechanic employed found to be in violation of the Contract Work Hours and Safety Standards Act- Overtime Compensation.

e. COPELAND (ANTI-KICKBACK) ACT - Each weekly payroll must be accompanied by a Statement of Compliance, DD Form 879 [enclosure (2)]. Payroll forms to accompany the Statement of Compliance are **not** furnished by the Government.

f. APPRENTICES AND TRAINEES - The wage determination decision included in your contract does not contain apprentice or trainee classifications and wage rates. The contractor/subcontractor shall furnish written evidence of the registration of his apprentice program as well as registration of individual apprentices, the ratios of apprentices to journeymen allowed, and the wage rates required to be paid thereunder **prior** to using any apprentice in the contract work. Any employee listed on a payroll at an apprentice wage rate, who is not

registered as above, shall be paid the rate contained in the applicable wage determination for the work actually performed. Trainees shall be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship Training.

g. CLASSIFICATION - Classify all workers in accordance with the latest wage decision included in the contract documents (check amendments). The wage determination decision should be reviewed to determine if all classifications and rates considered necessary to carrying out the contract work are listed herein. If additional classifications and rates are required, the OICC/ROICC should be promptly advised at the preconstruction conference so that he can assist you in making application for the classification or reclassification of such workers at rates which conform with the contract wage determination decision on DD Form 1444, Request for Authorization of Additional Classification and Rate, enclosure (3).

h. POSTING OF WAGE RATES - A copy of the wage determination decision applicable to the contract (and modifications, if any) must be kept posted at the site of the work in a prominent place where it can be easily seen at all times by the workers. The poster, U.S Department of Labor WH Publication 1321, to which the wage determination decision must be attached and posted is forwarded as enclosure (4). Any approved additional classifications and rates including apprentice and trainee rates must be likewise posted.

If in an exterior location, these items shall, along with other documents required to be similarly posted, be displayed in a weather proof display case and replaced with new copies if they become illegible. If due to the nature of the contract work these documents cannot be posted on the jobsite, they must be kept in one package in the possession of the superintendent at all times work is performed on site.

i. PRESERVATION OF RECORDS - Regulations require that the prime contractor and his subcontractors preserve their payroll records for a period of three (3) years from the actual completion date of the contract. In addition, they will make their employment records available for inspection by authorized representatives of the Naval Facilities Engineering Command and the Department of Labor at any time during the contract or three (3) year period and permit such representatives to interview employees during working hours on the job. Benefits will be realized by keeping accurate and complete work records concerning workmen's activities in connection with the contract work. This includes men working in more than one classification and workers engaged in a combination of Government and private sector construction work during the same day or week.

j. LABOR DISPUTES - Actual or potential labor disputes such as strikes, lockouts, or work slowdowns affecting the contract work should be promptly reported to the OICC/ROICC in as much detail as possible. When advance notice is received that a work stoppage is imminent, the contractor should use all means at his disposal to avert its occurrence. Failure to take such action may jeopardize his entitlement to a time extension.

k. AFFIDAVIT TO ACCOMPANY INVOICE - A sworn "Affidavit" accomplished by the prime contractor, stating that he and his subcontractors have complied with the Labor Standards Provisions of the contract, must accompany each request for payment.

l. EQUAL EMPLOYMENT OPPORTUNITY - Your contract also contains an Equal Employment Opportunity clause which should be carefully reviewed, together with your employment practices and procedures, to ensure that you are in compliance with these requirements. The poster, "Equal Employment Opportunity is the Law," enclosure (5), is to be displayed in a conspicuous place at the jobsite available to employees and applicants for employment.

m. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS - Your contract also contains a clause on handicapped workers which should be carefully reviewed, together with your employment practices and procedures, to ensure that you are in compliance with these requirements.

n. THE FAIR LABOR STANDARDS ACT - Applies to this contract as a public law and enforcement action will be by the U.S. Department of Labor.

Any payments to be made under the contract are contingent upon prompt receipt of accurate payrolls and Statement of Compliance by the OICC/ROICC. Your cooperation is requested so that payments will not be delayed pending receipt of these items. During performance of work, Navy construction inspectors will interview a small number of laborers and mechanics each week to verify compliance with the Labor Standards Requirements.

Any payments to be made under the contract are contingent upon prompt receipt of accurate payrolls and Statement of Compliance by the OICC/ROICC. Your cooperation is requested so that payments will not be delayed pending receipt of these items.

Inasmuch as failure to comply with the Labor Standards Provisions of the contract may result in the imposition of penalties and sanctions pursuant to the labor statutes, it is requested that a copy of this letter be sent to each of your subcontractors.

If you have any questions concerning the applicability of the Labor Standards Provisions of the contract work, please contact the undersigned for further explanation or detailed instructions.

Enclosures:

- (1) Standard Form 1413, Statement and Acknowledgement
- (2) DD Form 879, Statement of Compliance
- (3) SF Form 1444, Request for Authorization of Additional Classification and Rate.
- (4) U.S. Department of Labor WH Publication 1321
- (5) Equal Employment Opportunity is the Law Poster

**STATEMENT AND ACKNOWLEDGMENT**OMB No.: 9000-0014  
Expires: 03/31/92

Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. 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, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0014), Washington, DC 20503.

**PART I - STATEMENT OF PRIME CONTRACTOR**

1. PRIME CONTRACT NO.	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 the 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. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

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

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

The public reporting burden for this collection of information is estimated to average 16 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (1215 - 0149), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

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

<b>1. PAYROLL NUMBER</b>	<b>2. PAYROLL PAYMENT DATE (YYYYMMDD)</b>	<b>3. CONTRACT NUMBER</b>	<b>4. DATE (YYYYMMDD)</b>
--------------------------	---	---------------------------	---------------------------

I, \_\_\_\_\_ do hereby state  
*(Name of signatory party)* *(Title)*

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_  
*(Contractor or subcontractor)*

on the \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_  
*(Building or work)*

\_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

(4) That:

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

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

(b) **WHERE FRINGE BENEFITS ARE PAID IN CASH**

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

(c) **EXCEPTIONS**

EXCEPTION <i>(Craft)</i>	EXPLANATION

**5. REMARKS**

<b>6. NAME</b> <i>(Last, First, Middle Initial)</i>	<b>7. TITLE</b>	<b>8. SIGNATURE</b>
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The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

**INSTRUCTIONS FOR PREPARATION OF DD FORM 879,  
STATEMENT OF COMPLIANCE**

This statement of compliance meets requirements resulting from the Davis-Bacon Act (40 U.S.C. 276a - 276a-7). Under this law, the contractor is required to pay minimum wage rates and fringe benefits as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to approved plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of its payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that either it is paying fringes required by the contract to approved plans, funds, or programs, or it is paying employees cash in lieu of fringes. Detailed instructions follow:

**CONTRACTORS THAT PAY ALL REQUIRED FRINGE BENEFITS**

A contractor that pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall show on the face of the payroll the basic cash hourly rate and overtime rate paid to employees. Such a contractor shall check Section 4(a) of the statement to indicate that payment is also being made to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

**CONTRACTORS THAT PAY NO FRINGE BENEFITS**

A contractor that pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$X.XX/\$X.XX. In addition, the contractor shall mark Section 4(b) of the statement to indicate that payment of fringe benefits is being made in cash directly to employees. Any exceptions shall be noted in Section 4(c).

**USE OF SECTION 4(c). EXCEPTIONS**

Any contractor that is making payment to approved plans, funds, or programs in amounts less than the wage determination required is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may mark, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

# REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE

CHECK APPROPRIATE BOX  
 SERVICE CONTRACT  
 CONSTRUCTION CONTRACT

OMB No.: **9000-0089**  
 Expires: **02/28/96**

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

**NOTE:** THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16 AND SUBMIT THE REQUEST, IN QUADRUPPLICATE, TO THE CONTRACTING OFFICER

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

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

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

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

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

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

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

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

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NO.	DATE SUBMITTED
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# NOTICE TO ALL EMPLOYEES



## Working on Federal or Federally Financed Construction Projects

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### **MINIMUM WAGES**

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

### **OVERTIME**

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

# APPRENTICES

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

# PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:



or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under:

**U.S. Department of Labor**  
**Employment Standards Administration**



**ASBESTOS REMOVAL AND DISPOSAL PLAN GUIDE  
IN ACCORDANCE WITH SPECIFICATION SECTION 13281  
“REMOVAL AND DISPOSAL OF ASBESTOS MATERIALS”**

Contract No \_\_\_\_\_ Date \_\_\_\_\_

Contract Title \_\_\_\_\_

ROICC \_\_\_\_\_ Reviewer\* \_\_\_\_\_

(\* Reviewer Must Be Contracting Officer Rep Trained in Asbestos Removal Operations)

- Describe work procedures for removal and demolition of asbestos contained materials.
- Provide sketch showing location of control areas.
- Show location and layout of change and shower rooms on control area sketch.
- Describe interface of trades involved in other construction work.
- Describe sequence of the asbestos-related work with reference to contract schedule.
- Describe how HVAC system will be secured, tagged and locked out in controlled work areas during asbestos removal.
- Name type of wetting agent and sealer to be used.
- Provide detailed description of air monitoring procedures.
- Provide detailed description of pollution control methods.
- Provide name, address and telephone number and necessary certifications for selected testing laboratory.
- Provide name, address and telephone number of Certified Industrial Hygienist selected to prepare asbestos plan, direct monitoring and perform training.
- Provide proof of Industrial Hygienist certification.
- Provide written evidence that landfill selected for disposal is approved for asbestos.
- Provide detailed description of local exhaust system and show location control area sketch.
- Provide training certificate assigned by the Certified Industrial Hygienist and each employee indicating that the employee has received training in the following:
  - ◇ Proper handling of asbestos removal.
  - ◇ Health implications and risks involved in asbestos work including illness.
  - ◇ Use and limits of respiratory equipment.
  - ◇ Asbestos monitoring procedures and equipment.
- Provide statement that all workers will use Type C (fresh air supplied) respirators until TWA and PEL allow the Certified Industrial Hygienist to change respirator type to be used.
- Provide detailed description of procedures to be followed **if** contractor desires to shift to optional respirator.
- Describe protective and work clothing to be used.
- Provide certification that filters on vacuums on exhaust equipment conform to ANSI Z9.2.
- How will exposed edges of insulation to remain be sealed?
- Describe “ASBESTOS-FREE” markings to be used on new non-asbestos insulation, if any.
- Provide detailed description of clean-up and disposal procedures.
- Describe safety precautions to be taken during removal to prevent damage to existing electrical and mechanical systems and building furnishings.
- Verify contractor will notify EPA.

# VALUE ENGINEERING CHANGE PROPOSAL

LANTDIV 4-4858/4 (REV 3/95)

## Summary Submittal

Date VECP Submitted:

Contract Number:

Project Name:

Location:

VECP Number:

### Summary of Proposed Change

Briefly describe Before and After conditions. Attach complete descriptions, comparing advantages and disadvantages. Provide sketches, if applicable.

BEFORE

AFTER

### Estimated Cost Summary

Costs shall be estimated in accordance with the change provisions contained in the Contract Clauses. Attach change order estimate forms for detailed estimates of the BEFORE and AFTER conditions.

**Description**

**Cost (\$)**

A. Original Estimate of Cost (BEFORE the proposed change)

\_\_\_\_\_

B. Proposed Estimate of Cost (AFTER the proposed change)

\_\_\_\_\_

C. Gross Savings ( A - B, not less than zero)

\_\_\_\_\_

D. Contractor Implementation Costs (if applicable)

\_\_\_\_\_

E. Instant Contract Savings ( C - D )

\_\_\_\_\_

\*F. Government Implementation Costs (if applicable, must be less than E)

\_\_\_\_\_

\*G. Collateral Savings (20% of Annual Collateral Savings, not to exceed current contract price or \$100,000 whichever is greater. See FAR 52.248-3)

\_\_\_\_\_

\*H. Contract Price Reduction ( 0.45 (E + F) - G), not less than F

\_\_\_\_\_

\*I. Net Government Savings ( H - F )

\_\_\_\_\_

**\* Items to be entered by Government Value Engineer or Contracting Officer**

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**INFORMATION REQUIRED OF THE CONTRACTOR**

*If the answer is "Yes" to any of the following questions, please explain in the Remarks section below.*

---

	<u>Yes</u>	<u>No</u>
1. Does the proposed change negatively affect the Contract schedule?	___	___
2. Has the Contractor submitted the proposed change previously to this office or any other Government Agency?	___	___
3. Does the proposed change affect other costs to the Government, such as Government furnished property or costs of contract-related items?	___	___
4. Would implementation of the proposed change increase the maintenance and/or operation costs of the Government?	___	___
5. Does the Contractor intend to restrict the Government's right to use any part of this VECP as described in the proposed change?	___	___
6. Does the proposed change involve the use of proprietary materials?	___	___

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**CHANGES AND/OR REVISIONS TO DRAWINGS AND SPECIFICATIONS**

Attach applicable marked up contract drawings and specifications, shop drawings and/or other literature.

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REMARKS

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Date by which Change Order must be issued so as to obtain Maximum Cost Reduction:

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Contractor Representative:

Date:

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Date received by the Government:

Government Representative:

*Sample Letter Forwarding Precon Minutes  
to Contractor if you did not give him  
a copy of your marked-up minutes after the precon.*

Contractor

Re: Contract No. & Title

Gentlemen:

We conducted the Preconstruction Conference for this contract on .

Enclosed are the Preconstruction Minutes, with list of attendees, which summarize the discussions, with no significant problems anticipated/the following... anticipated. *List issues that were identified at the precon and remain to be resolved.*

We are looking forward to a successful contract completion. If you have any questions or comments concerning this conference, please contact me at .

Sincerely,

AROICC

Enclosure:  
Preconstruction Minutes