

ITEM #0969054A - CONTRACTOR QUALITY CONTROL PROGRAM

LEVEL 1

Description: The Contractor shall establish, maintain, and implement a written Project-specific Quality Control (QC) Program tailored to the complexity and scope of the work. This Program shall detail the programmatic documentation of the Contractor's processes for delivering the level of construction quality required by the Contract.

The written QC Program shall provide a comprehensive description of the planning, monitoring and reporting program the Contractor shall implement to ensure and document the quality of the work as it progresses.

The QC Program shall address, as a minimum, the following elements: Organization; Design Control; Procurement Control; Control of Subcontractors, Fabricators and Suppliers; Inspection; Special Process Control; Non-Conformance Resolution; Records; and Reporting.

The QC Program shall identify and list critical and routine work categories, which shall be used to differentiate the level of reporting, inspection and attention throughout the process.

The QC Program shall include a method to identify and resolve any deviations from the Contract while maintaining the Project schedule. The QC Program shall include a method to prevent recurring deviations once identified and resolved.

The Contractor shall modify the QC Program as needed to meet the requirements of this specification. The QC Program shall be recognized as a dynamic document, subject to revisions and amendments, as required, in response to actual Site conditions, work methods, and to address deviations encountered and corrected throughout the Project.

The Contractor shall furnish the services of a dedicated (sole responsibility), full-time, on-Site Quality Control Manager (QCM) for the Project. The QCM shall report directly to upper management and shall have the authority to issue stop work orders.

When the Contractor's schedule dictates simultaneous work operations, the Contractor is responsible for supplementing the QCM with additional QC personnel (independent of trade staff) to meet the requirements of this specification.

The additional Contractor Quality Control requirements described herein shall be used in conjunction with the Department's Standard Specifications. The QC Program is neither intended to relieve the Contractor from its responsibility under the Contract, nor to replace the external inspections of the work carried out by the Engineer.

The minimum lump sum bid for this item shall be **\$300,000**. Failure of the Contractor to bid at least the minimum amount will result in the Department adjusting the Contractor's bid to the minimum bid amount for this item.

Construction Methods:

Submittals

- (1) **QCM:** Within thirty (30) days of Contract award, the Contractor shall submit, in writing, the name of their proposed QCM with a resume of their qualifications, submitted in accordance with the requirements listed below, for concurrence by the Department. The QCM shall not be changed without prior written notification to the Department.

The submittal shall outline the credentials of the proposed QCM, who shall be an individual with demonstrated construction experience. This shall include at least 7 years of experience in any combination of the following areas:

- Field inspection experience
- Construction experience relevant to the type of work and the scope of the Project
- Previous experience as a Quality Control professional

The submittal shall also list any certifications or training in quality control principles (NETTCP Quality Assurance Technologist or approved equal) of the proposed QCM and two (2) letters of recommendation from previous clients.

- (2) QC Program: Within forty-five (45) days of Contract award, the Contractor, with direct input from the QCM, shall prepare and submit to the Department, for review and approval, a written QC Program, including the Elements listed below, and in accordance with all requirements of this specification.

Sample forms and reports intended to be used to assure compliance with this specification shall be included in the initial submittal of the QC Program. Sample forms and reports shall include:

- Sample document control tracking form
- Sample design control tracking form (for Contractor design-build items)
- Sample Shop Drawing/Working Drawing review
- Sample material receiving inspection report
- Sample inspection forms for critical work categories
- Sample special process control forms
- Sample non-conformance report
- Sample daily and monthly reports

The Contractor's QCM, Project Manager and a representative of their upper management shall sign the final QC Program submission and any revisions or amendments thereto. Any revisions or amendments made to the QC Program shall be submitted in writing to the Engineer for acceptance.

Subcontractors, fabricators and suppliers involved in critical work categories, as defined in the QC Program, shall have their own work-item specific QC Plan which shall be included as an addendum to the Contractor's QC Program, and shall comply with all conditions of this item.

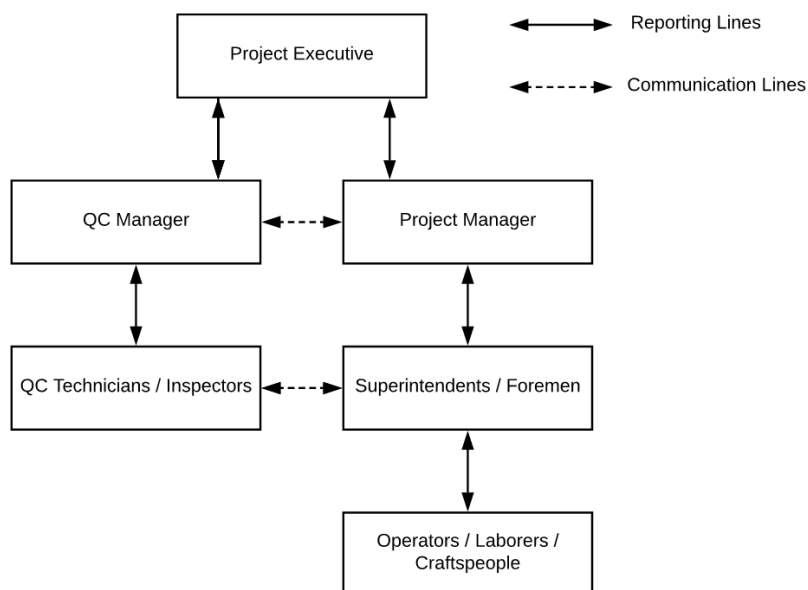
- (3) Additional QC Personnel: When additional QC personnel are required due to simultaneous work operations, the Contractor shall provide resume(s) of qualifications of the proposed personnel at least thirty (30) days in advance of the work. All additional QC personnel utilized for inspecting, sampling, and testing of materials shall be certified by NETTCP (or another entity acceptable to the Department) in the appropriate designation for the work or materials being inspected, sampled, or tested. These individual(s) shall also have demonstrated construction experience of at least 5 years in any combination of the following areas:

- Field inspection experience
- Construction experience relevant to the type of work and the scope of the Project
- Previous experience as a Quality Control professional

- (4) **Laboratories:** All laboratories performing QC testing of Project Produced Materials shall be qualified through either the AASHTO Accreditation Program (AAP) or the NETTCP Laboratory Qualification Program. The Contractor shall provide laboratory proof of qualification at least thirty (30) days in advance of the work.
- (5) **Reports:** The Contractor shall be required to produce and submit to the Engineer daily and monthly inspection reports as described in the Reporting Element of this specification.

Elements of the Contractor Quality Control Program:

1. Organization: This Element shall describe the Contractor's organization, including reporting relationships within and external to the Contractor's organization. The name of the QCM shall be clearly stated and this individual shall be responsible to upper management and have the authority to stop work. An organizational chart shall be included to graphically depict the Contractor's organizational structure and major reporting lines and relationships. The organizational chart shall clearly show the hierarchy between the QCM, upper management and additional QC personnel; and a narrative shall follow which shall define the roles, duties and responsibilities of each person in the implementation of the QC Program and in the resolution of QC issues. This Element shall also include the resumes of all QC personnel.



2. Design Control: This Element shall describe how the Contractor and the QCM control any design process (i.e. Working and Shop Drawings) for which it is responsible. This shall include the selection of design input data, checking for correctness, completeness, compatibility and format, and reviewing and approving design output documents prior to submission to the Department. This Element shall provide guidance as to how the QCM or other personnel shall indicate that documents have been reviewed by the Contractor prior to submission, and that Department comments have been adequately addressed prior to any required resubmissions.

3. Procurement Control: This Element shall describe the methods used by the Contractor and the QCM to assure that all materials and specialized equipment provided for the work are as specified. Included shall be guidelines for documenting that purchase documents have been reviewed to assure that correct details have been ordered, including specification, grade, type, color, Buy America or other aspects as required by the Contract.

This Element shall describe receiving inspection activities to be performed, and documentation required to confirm that the correct material or equipment has been delivered. A list of items requiring Materials Certificates and/or Certified Test Reports shall be developed by the Contractor and included in this Element. The Contractor shall prepare a “Material Receiving Inspection Report” which shall include records of inspections performed and reviews of material test reports or other documentation required by the Contract. It shall also include copies of Materials Certificates and/or Certified Test Reports for all these items.

As a minimum, receiving inspections shall be performed on the following materials:

- Materials requiring a Materials Certificate or Certified Test Report
- Source-Controlled Materials (not inspected at the manufacturing plant)
- Job-Controlled Materials (other than concrete, bituminous and soils)

Following a receiving inspection, a copy of the “Material Receiving Inspection Report,” along with associated documents, shall be submitted to the Engineer.

4. Control of Subcontractors, Fabricators and Suppliers: Subcontractors, fabricators and suppliers involved in critical work categories, as defined in 5(a) herein, shall develop their own QC Plan to be added as an addendum to the Contractor’s QC Program, which shall comply with all conditions of this item. The Contractor shall be responsible for reporting on QC activities performed by or for subcontractors, fabricators and suppliers.

It is the Contractor’s responsibility to notify all subcontractors, fabricators, and suppliers of the requirements of the Contract. This Element shall describe the methods used by the Contractor and the QCM to assure that all the applicable requirements of the Contract are passed on to the subcontractors, fabricators and suppliers. This Element shall include the methods used by the Contractor and the QCM to monitor and control the quality of the work performed by subcontractors, fabricators and suppliers, and to obtain the required quality records.

This Element shall also describe how the Contractor will ensure that:

- The Engineer receives advance notice of:
 - The source of supply
 - The location of fabrication, including component parts
 - The schedule of fabrication, including the date of beginning of fabrication and the date the material is to be delivered to the Project
- Material fabricated specifically for the Project will be inspected and approved prior to being shipped or incorporated into the work
- Properly documented mill test reports are furnished by suppliers
- Subcontractors are approved prior to performing any work for or on the Project

5. Inspection: This Element shall describe how the Contractor and the QCM will assure that the specified quality of materials and workmanship will be achieved. The Contractor’s QC Program is not related to any inspection carried out by the Engineer. Inspection will include the identification and tracking of the quality characteristics (metrics) used to verify that the level of quality of materials and workmanship conforms to the requirements of the Contract.

The QC Program shall identify the reporting requirements for each item based on its work category, and these reporting requirements will be approved by the Engineer. The work categories will be identified as **critical** or **routine**.

(a) Critical Work Categories: For this Project, critical work categories shall include, but are not limited to the following:

- Construction Surveying

- Maintenance & Protection of Traffic
- Earthwork
- Subbase and Base Material
- Hot Mix Asphalt
- Drainage
- Bridge Demolition
- Earth Retaining Systems
- Geotechnical (Foundations, Piles, Drilled Shafts)
- Reinforcing Steel
- Structural Steel
- Structural Concrete
- Electrical
- Landscaping
- Sign Support Foundation
- Environmental Compliance
- Permit Compliance

The QCM shall be familiar with all aspects of work related to critical work categories and no work shall be performed on these categories without the prior knowledge of the QCM. The QC Program shall define specific means and methods that shall be employed to minimize, identify, resolve and prevent recurrence of deviations from the Contract in regards to materials or workmanship for each of the critical work categories listed.

The QC Program shall identify hold points in the critical work categories beyond which work operations cannot proceed until the QCM and the Engineer have inspected the work in place and releases the hold.

When simultaneous critical work categories are required by the Contractor's schedule, additional QC personnel shall be required.

This Element shall describe the system(s) used to assure that all materials and workmanship for critical work categories are in conformance with the Contract, including:

- visual inspection of the work, including frequency and hold points
- materials to be tested
- tests to be conducted
- frequency of testing
- locations of sampling
- checks
- intermittent or continuous inspections
- inspections of completed work
- or a combination of above methods

Quality control reporting forms shall be developed to document the work performed by the QCM and QC personnel, on each of these critical work categories. The forms shall be signed by Contractor supervisory field personnel, the QCM and QC personnel (if applicable), to document conformance of the work being performed. All work performed by the QCM and QC personnel on these critical work categories shall be documented and included in the QCM's daily and monthly reports.

(b) Routine Work Categories: All other work categories not covered by 6(a) will be defined as routine work categories and the general provisions of this specification shall apply.

6. Special Process Control: This Element shall describe the measures to be used to assure that any special processes (such as, welding, high-strength bolting, nondestructive examination, critical coatings, surveys, and control of critical tolerances) shall be controlled by procedures that are described in and comply with the Contractor's approved QC Program. The recording of results shall properly document that processes are in conformance with the Contract. In addition, this Element shall describe the methods used to verify, document and track any pre-qualification of the processes, personnel and equipment where required by the Contract.

7. Non-Conformance Resolution: This Element shall describe the protocol(s) for correcting any material or workmanship found not to be in compliance with the Contract, the reporting requirements for documenting any non-compliance, subsequent corrective measures and issue resolution.

(a) Contractor-Issued Non-Conformance Reports: This Element shall outline the Contractor's use of self-issued non-conformance reports to document actions taken to identify, resolve and prevent recurring deviations. The non-conformance reports shall include signatures of the responsible persons for each process of the corrective action taken. Upon resolution of a non-conformance issue, the QC Program shall be revised to identify preventive measures that shall be taken to prevent similar deviations. Contractor supervisory field personnel involved in the work shall be informed of any changes implemented to avoid recurrence of deviations.

(b) Engineer-Issued Non-Compliance Notices (NCN): Non-compliance notices (NCNs) issued by the Engineer shall also be an indication of non-conformance and shall be addressed according to 1.05.11 and resolved to the satisfaction of the Engineer. Upon resolution, the QC Program shall be revised to identify preventive measures that shall be taken to prevent similar deviations. Contractor supervisory field personnel involved in the work shall be informed of any changes implemented to avoid recurrence of deviations.

8. Records: This Element shall describe how various records generated by the Contractor are originated, maintained, received, filed, protected and authenticated. Quality Control records required for submittal to the Engineer shall be described. This Element shall outline the Contractor's procedure for retaining records for a period of 3 years after acceptance of the Contract.

9. Reporting: QC Inspection Reports: The Contractor shall be required to produce and submit to the Engineer daily and monthly inspection reports in accordance with all requirements of this specification. The QC Program shall clearly define the information that shall be provided as part of the daily and monthly reports.

(a) Daily Reports: Daily reports shall include documentation of all activities, including inspection, material testing, and any work associated with the Elements of this specification, performed by the QCM and other QC personnel. The location of any forms relative to this specification shall be referenced in the daily reports.

For any week that a non-conformance report is issued, either by the Contractor or the Engineer, actions taken to resolve the non-conformance report shall be summarized and included with the submission of the daily reports. Updates on the status of the non-conformance shall continue in each submission of daily reports until the non-conformance

issue is resolved. Once resolved, the next submission of daily reports shall document that supervisory field personnel involved in the work have been informed of any changes to be implemented to avoid recurrence of deviations. Any revisions or amendments made to the QC Program, once submitted and accepted by the Engineer, shall be documented in the next submission of daily reports.

Daily reports shall be submitted (as a package) to the Engineer by 12 PM on the Tuesday following the week of the inspection reports, or as agreed to by the Engineer. Except as otherwise authorized by the Engineer, submissions after that time will be considered late.

(b) Monthly Reports: Monthly reports shall include a summary of the work performed, including QC activities, in the previous month and also a one (1) month “look ahead” schedule with expected QC efforts and procedures for critical and routine work categories. Monthly reports shall also include a submittal status update spreadsheet.

Monthly reports shall be submitted to the Engineer by the fifth (5th) business day each month. Except as otherwise authorized by the Engineer, monthly submissions after that time will be considered late.

(c) Quality Assurance/Quality Control (QA/QC) Meetings: Meetings shall be held specific to the QC Program. The Contractor shall, at minimum, be represented by the QCM and shall meet with the Engineer every other week, or more frequently at the Engineer’s request, to review reporting and all work related to this specification.

Method of Measurement: Within forty-five (45) calendar days of the award of the Contract, the Contractor shall submit to the Engineer for approval a schedule of values of its lump sum bid price for this item detailing the following:

1. The development costs to prepare the written QC Program. Development costs shall be ten percent (10%) of the total cost of the item.
2. The cost per-month to provide the services of the QC Program, including the QCM, QC activities, necessary QC personnel, preparing and submitting daily and monthly reports, and all other requirements of this specification. A per-month cost will be derived by taking the lump sum bid price, subtracting the development cost to prepare the written QC Program, and dividing the remainder by the number of Contract months remaining from the date of submission of the written QC Program.

Basis of Payment: This item will be paid for at the Contract lump sum price for “Contractor Quality Control Program Level 1” complete, which price shall include all submittals, QC Program revisions and amendments, inspections, monitoring, daily logs, reports, meetings, records, and all materials, equipment, labor and work incidental thereto.

Upon approval of the schedule of values by the Engineer, payments for work performed will be made as follows:

1. Upon acceptance of the written QC Program, the lump sum development cost from the payment schedule will be approved for payment.
2. Upon acceptable completion of the services of the QC Program for the month, the per-month cost will be approved for payment.

The Engineer reserves the right to apply the following reductions to the monthly payment portion, which cannot be recovered and will result in a reduction in the lump sum amount, should the Contractor fail to meet the requirements of this specification:

1. QC staff: A five percent (5%) reduction to the monthly payment will be applied for each day that acceptable QC services are not provided. The total reduction for any calendar month will not exceed the monthly payment for the item.
2. Reports: A five percent (5%) reduction to the monthly payment will be applied for each day that the required reports have been submitted late, up to a maximum of fifty percent (50%) of the monthly payment per report. This five percent (5%) reduction will apply to each independent report (each package of daily reports, described in 9(a) above, submitted on a weekly basis is considered one independent report). The total reduction for any calendar month will not exceed the monthly payment for the item.
3. QA/QC Meetings: A twenty-five percent (25%) reduction to the monthly payment will be applied for each bi-weekly QA/QC meeting not attended by the QCM. The total reduction for any calendar month will not exceed the monthly payment for the item.

Should the Contractor fail to continuously provide an acceptable QC Program, as required by this specification, the Engineer may withhold the entire monthly estimate until such time as all requirements are met.

Should the Contractor fail to comply with the QCM requirements of this specification, the QCM shall be replaced at the Engineer's request.

Only one monthly payment will be made for each calendar month regardless of the number of personnel required to complete the specified work.

| Pay Item | Pay Unit |
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| Contractor Quality Control Program Level 1 | l.s. |