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| Use on **all** projects. |

## Section 153. — CONTRACTOR QUALITY CONTROL

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Construction Requirements

**153.02 Qualifications.**

**(a)(1) Full-time, on-site QCM.** Add the following:

*(4)* A degree from a 4-year construction management, construction engineering, or similar program, and having at least 3 years’ experience as (*a*) a highway construction contractor foreman, project engineer, or equivalent, or (*b*) a federal or state highway construction lead inspector or equivalent.

**153.03 Quality Control Plan (QCP).**

**(b) Quality control procedures**

**(2)** Add the following: List the material to be tested by pay item, tests to be conducted, the location of sampling, and the frequency of testing.

Add the following:

**(d) Subcontractors and suppliers.** Include the work of all subcontractors. If a subcontractor is to perform work under this Section, explain how the subcontractor’s inspection plan will interface with the Prime Contractor first tier subcontractors and lower tier subcontractors and organizations, and the CO. Include the work of major suppliers and suppliers of structural and geotechnical services and materials.

Add the following:

Modifications or additions may be required to any part of the plan that is not adequately covered. Acceptance of the quality control plan will be based on the inclusion of the required information. Acceptance does not imply any warranty by the Government that the plan will result in consistent contract compliance. It remains the responsibility of the Contractor to demonstrate such compliance.

**153.04 Prosecution of Work.** Delete the sentence and substitutethe following:

Address each of the subjects shown for each phase of construction:

**(a)** **Preparatory phase.**

**(1)** Delete the paragraph and substitute the following:

In a preparatory phase meeting, review the contract requirements for the work; the process for constructing the work; and the plan for inspecting, testing, measuring, and reporting the work. Include the project superintendent, the quality control supervisor (QCS), the foreman for the work to be performed, and the CO in the meeting. Schedule and conduct a preparatory meeting for each type of work to be performed at least one week prior to beginning the work.

**(b)** **Start-up phase.**

**(1)** Delete the paragraph and substitute the following:

In a start-up phase meeting, review the contract requirements and the processes for constructing the work with the personnel who will be performing the work. Invite the CO, project superintendent, QCS, testers, and inspectors of the work being performed, and the personnel directly supervising and performing the work. Review the planned testing, inspection, and reporting requirements with the quality control personnel responsible for the testing and inspection. Explain the reporting procedures to be used when defective work is identified. Conduct a start-up meeting for each type of work to be performed upon beginning the work.

**(c)** **Production phase.** Add the following:

**(4)** Provide feedback on processes and deficiencies. Identify root causes of deficiencies, and make timely and effective changes to work processes to prevent repeated deficiencies.

**153.05 Sampling and Testing.** Delete the text and substitute the following:

**153.05 Sampling and Testing.**

Perform sampling and testing required by the accepted QCP. As a minimum perform process control testing according to the Sampling, Testing and Acceptance Requirements tables at the end of each Section where applicable. Where no minimums are specified, submit proposed tests to be performed and the proposed sampling and testing frequencies.

**(a) Sample Splitting.** Schedules and times or locations for obtaining on-site split samples for Government use will be provided by the CO using a procedure for random sampling. Sample any material that appears defective or inconsistent with similar material being produced, unless such material is voluntarily removed and replaced or otherwise corrected according to Subsection 106.01

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| If a Government-furnished field laboratory is not available to the project, do not include the first portion of the first sentence which states, “If the Government-furnished field laboratory bid option is not exercised by the CO,” Include the remainder of the sentence which states, ”Furnish a laboratory equipped with all test equipment necessary to satisfy the requirements of the contract. |

**(b) Testing.** If the Government-furnished field laboratory bid option is not exercised by the CO, furnish a laboratory equipped with all test equipment necessary to satisfy the requirements of the contract. Ensure test equipment has been checked, calibrated, standardized and/or otherwise verified in accordance with AASHTO and ASTM standards by an individual qualified to perform the work. Perform an equipment inspection after the laboratory has been moved to its permanent location on the project site, and anytime it is moved thereafter. Inspect equipment within 45 days of actual use for project testing, and at least once a year thereafter. Do not use equipment that has not been inspected or is found to be deficient. Mark deficient equipment and take it out-of-service until repaired or replaced and shown by subsequent inspection to perform as required. Maintain records documenting laboratory equipment inspections. Provide certification(s) stating the equipment conforms to testing requirements and provide evidence of current inspection. Keep laboratory facilities clean and maintain equipment in proper working condition. Allow the CO unrestricted access to the laboratory for inspection and review.

The CO may require a demonstration of proficiency in sampling and testing capabilities. One or more proficiency samples may be provided by the Government to verify basic qualifications. Provide the results of the proficiency samples to the CO within 48 hours of receipt of the material.

**153.06 Certifications.** Delete the text and substitute the following:

For materials or work accepted by certification according to Subsection 106.03, review all certifications to insure compliance with the requirements of the contract prior to incorporating materials into the work and provide a signed copy of the reviewed certification(s) to the CO. According to FAR Subpart 46.407, materials or work without proper certification will be rejected in writing, and payment for such material or work will be withheld until proper certification has been provided to the CO.

**153.07 Records and Control Charts.** Delete the first sentence and substitute the following:

Maintain complete testing and inspection records by pay item number and make them accessible to the CO.

**(a) Quality control and construction operations reports.** Delete the text and substitute the following:

For each day of work, prepare an *"Inspector's Daily Record of Construction Operations"* (*Contractors Daily Reports (CDR))* using Form FHWA 1413 or an approved alternate form. Report inspection results in detail, including deficiencies observed and corrective actions taken. Identify locations of work and labor and equipment used, including actual hours worked, to perform each item of work. When submitting test results on material being incorporated into the work, report test results within the reporting times indicated in the sampling and testing requirements at the end of each section or as specified in the contract. Include the following certification signed by the QCS with overall responsibility for the inspection system:

"*I certify that the information contained in this record is accurate and that work documented herein complies with the contract. Exceptions to this certification are documented as a part of this record.*"

Submit certified CDR’s that have been signed by a person who has both responsibility for the inspection system and signature authority.

Submit the record and certification within 24 hours of the work being performed. If the record is incomplete, in error, or otherwise misleading, a copy of the record will be returned with corrections noted. Correct rejected CDRs and resubmit the revised CDR within 24 hours. When chronic errors or omissions occur, correct the procedures by which the records are produced.

**153.08 Acceptance.** Add the following:

Performance of the work may be stopped according to Subsection 108.05, either in whole or in part, for failure to comply with the requirements of this Section. The Government may charge to the Contractor the cost of any additional inspections required when the work being inspected is found not to comply with contract requirements during the initial inspection. Work stop orders, due to recurring deficiencies of work required by this Section, will be rescinded after the Contractor demonstrates to the CO that changes were made to the quality control plan and system which resulted in the correction of those deficiencies. There will be no adjustment in the contract time, or payments to the Contractor for any impacts, delays or other costs due to any periods of work stoppage resulting from failure to comply with the requirements of this Section.

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**153.09 Measurement and Payment.** Delete the text and substitute the following:

**Measurement**

**153.09** Measure contractor quality control according to Subsection 109.02.

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**Payment**

**153.10** The accepted quantities will be paid at the contract price per unit of measurement for the Section 153 pay item listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Progress payments for Contractor quality control will be paid as follows:

**(1)** 25 percent of the item amount, not to exceed 0.5 percent of the original contract amount, will be paid after the contractor quality control plan is accepted; all testing facilities are in place; qualified quality control supervisor, inspection, and sampling and testing personnel are in position to provide quality control activities; and the work being inspected or tested has started.

**(2)** 65 percent of the total lump sum will be prorated for payment based on the completed portion of the total work not including the original 25 percent completed under **(1)** above.

**(3)** Payment of the remaining 10 percent of the lump sum will be paid when all inspections, test results, submittals, and reports are complete and accepted.