CONSTRUCTION QUALITY ASSURANCE SURVEILLANCE PLAN (CQASP)

FOR

Building 335 Playground Interim Upgrades

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1.0 Introduction: Construction Contract Management and Oversight is a total team effort accomplished by the Contracting Officer (KO), Contract Specialist, Contracting Officer Representatives (COR), Project Managers, Construction Inspector(s), and the contractor. Contracting officers are responsible for assuring the contractor complies with the contract documents and produces the required end product. The contractor is responsible for Quality Control. It is their responsibility to manage, control, and document work to ensure compliance with the contract specifications and drawings. As stated in FAR Part 36 and other regulations, management of construction contracts is accomplished in accordance with FAR Part 42. However, construction contracts also have unique clauses/processes that differ from other types of contracts and require constant oversight by the government.

1.1 In case of conflicts between this CQASP and regulations, the regulations shall govern. If there are differences between the terms and conditions of an awarded contract and the procedures contained in this CQASP, the contract shall govern.

1.2 The US Government will perform surveillance on the contract in accordance with this CQASP, but reserves the right to monitor the contract in any manner necessary, at any times necessary, and at all places necessary to ensure that the rendered services conform to contract requirements. This Construction Quality Assurance Surveillance Plan (CQASP) has been developed to comply with FAR Part 46, Quality Assurance and FAR Part 36 Construction Contracting. The CQASP serves as the plan for surveillance of inspection methods and procedures to be used in monitoring performance.

1.3 Purpose: This CQASP provides a systematic method to evaluate performance for the stated contract. This CQASP does not detail how the contractor accomplishes the work. Rather, the CQASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance.

1.4 Description of Requirement: Brief Overview from SOW/SOO/PWS.

1.4.1 This project includes the installation of a new climbing structure designed and constructed in full accordance with U.S. Army Corps of Engineers (USACE) standard design criteria, toddler/preschool (2-5 age group). Work will involve site preparation, layout verification, equipment assembly, and secure anchoring of the structure to ensure long term stability and compliance with all applicable safety and performance standards. All installation activities will follow manufacturer specifications and guidelines to ensure the completed structure meets required durability, accessibility, and safety expectations for public recreational use.
In addition to the climbing structure installation, the project includes expanding the existing swing set fall zones to meet age appropriate safety requirements. The fall zone for the swing set serving children ages 6-10 will be extended to provide the required protective surfacing area and clearances consistent with current safety standards. Similarly, the fall zone for the swing set designated for children ages 2-5 will be enlarged to

ensure adequate impact attenuating surfacing and compliant use zone dimensions. Both fall zones need to be constructed in accordance with ASTM F1487 and F1292. All fall zone extensions will be graded, prepared, and surfaced to meet applicable guidelines for playground safety and performance.

1.4.2 Type of Contract: FFP, Cost Reimbursement, T&M, Combination?

1.5 Reserved.

1.6 Contractor Performance Assessment Reporting System (CPARS): Documented surveillance data (COR Status Reports, Completed Surveillance Checklists, Customer Feedback and CARs, if any) will be used to support CPARS ratings. When Applicable, CPARS will be completed in accordance with AFARS, Subpart 5142.15 – Contractor Performance Information.

1.7 Combating Trafficking In Persons (CTIP): In accordance with PGI 222.17 and FAR 52.222-50, the KO will be notified immediately of any information from any source that alleges a Contractor employee, subcontractor and/or subcontractor employee has engaged in conduct that violates the United States Government "zero" tolerance policy regarding trafficking in persons.

1.8 CQASP Changes: This CQASP is a living document and, as such, may be changed as needed based on Data Analysis (trends), contract modifications, etc. The COR will send any recommended changes to the Contracting Officer for approval and the Contracting Officer must approve all changes.

1.9 Contractor Quality Control: The contractor, not the government, is responsible for the management and quality control actions to meet the terms and conditions of the contract/task order. The role of the government is quality assurance to ensure that contract and construction standards are achieved in accordance with the contract.

2.0 Definitions:

2.1 Schedules for Construction Contracts (FAR 52.236-15): A schedule is required within 5 days after commencement of work. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period.

2.2 Suspension of Work (FAR 52.242-14): The KO can suspend work for convenience of the Government. The contractor is entitled to a cost adjustment that does not include profit or time. This is useful to allow the Government to have more time to consider possible solutions and make decisions.

2.3 Liquidated Damages (FAR 52.211-12): This rate should reflect the Government's loss for each day work is delayed. The rate reflects the estimated cost of inspection and superintendence for each day of delay and should also include other specific losses due to failure of the contractor

to complete the work on time. The rates must be reasonable. The rate must be included in the contractual documentation governing the requirement/project.

2.4 Cure Notice (FAR 49.607): Issued to contractor if time allows (minimum of 10 days prior to completion date) to provide explanation for delays and how they intend to get back on schedule.

2.5 Show Cause (FAR 49.607): Issued to contractor when there is not sufficient time to cure (less than 10 days) to provide explanation for delays.

2.6 Default (FAR 52.249-10): Issued to terminate contract unless contractor can provide sufficient facts to support delays.

2.7 Types of Delays:

2.7.1 Contractor Delay: Due solely to fault/negligence of contractor and/or subcontractors (FAR 52-236-15, Schedules). The Contractor is responsible for any additional cost incurred or any resulting increase in performance time. If contractor fails to complete the construction by completion date, the Government reserves the right to collect liquidated damages.

2.7.2 Government Delay: This can be linked directly to the Government (FAR 52.249-10, Default). The contractor is entitled to both time and money in accordance with the Changes Clause.

2.7.3 Excusable Delay: Beyond the control of the contractor. The contractor is entitled to time extension, but NOT money. The contractor must give written notice to Government of excusable delay within ten (10) days of beginning and establish that delay was unforeseeable.

3.0 Roles and Responsibilities: The following personnel shall oversee and coordinate surveillance activities.

3.1 Contracting Officer (KO): The KO is the only person with the authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government. The KO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The KO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The KO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

3.2 Contracting Officer's Representative (COR): The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's

performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of Government furnished property, and provide site entry for Contractor personnel. The COR is responsible for understanding the Construction Quality Assurance Surveillance Plan and performing the daily inspections in accordance with pertinent contractual documents.

3.3 Other Key Government Personnel:

Title:
Organization or Agency:
OE Safety:

3.4 Contractor Representatives: The following employees of the contractor serve as the contractor's representative for this contract. The Contractor Representatives must be able to read, write, speak and understand English, and also able to communicate with the workers on this project. (Ex. Project Manager/Superintendent (PM), Quality Control Manger (QCM), Site Safety Health Officer (SSHO))

Contractor POC:
Phone:
Email Address:

4.0 Methods of Surveillance: Various methods exist to monitor construction contractor performance. Inspections will be conducted to ensure that all work conforms to the drawings and/or specifications of the contract/task order.

4.1 The COR and contracting office representatives will at a minimum use the surveillance methods listed below in the administration of the requirement.

4.1.1 Direct Observation - performed periodically, up to 100%; based on current progress schedule(s), superseded progress schedules, progress reports and inspection reports.

4.1.2 Performs random, in process and 100% inspections; evaluates the Contractor's monthly performance using the construction checklists.

4.1.3 Review and Evaluation of contractor weekly reports and site visit reports

4.1.4 Conducting progress, schedule and/or status meetings and ensuring documentation of meeting meetings.

4.1.5 Participate in the three phase quality control process consisting of Preparatory, Initial and Follow-up inspections for each Definable Feature of Work (DFOW).

5.0 Documentation and Procedures: The COR shall visit the project site, as necessary, to monitor and ensure Contractor compliance with safety and contract specifications, verify reported progress, and identify deficiencies in a timely manner.

5.1 <u>COR Status Report (MSR):</u> All construction contracts/task orders will be monitored daily by the designated COR. The applicable surveillance documentation (i.e. surveillance checklist or Punch-list(s)) will be completed when surveillances are conducted. Completed Surveillance documentation will be filed in the Surveillance and Performance Monitoring (SPM) module within the PIEE Procurement Integrated Enterprise Environment, https://piee.eb.mil/ either as an Attachment to Monthly COR Status Report or uploaded separately in another applicable documents section of the CORs' Online File by the document type.

5.1.1 The Monthly COR Status Reports (MSR) will provide a synopsis of the Contractors performance for the inclusive dates of the report. The synopsis will contain a summary of: surveillances performed; Customer Feedback, if any; CARs, if any; an analysis of the Contractors performance; recommended adjustments to surveillance; and any other pertinent contract information. Completed Surveillance Checklists and CSRs, if any, will be included as attachments to COR Status Reports or uploaded separately in the Miscellaneous Documents Section of the CORs' Online file.

5.2 <u>Record of Nonconforming Work:</u> Nonconforming work is identified when a Contractor fails to meet Contract or Task Order terms, conditions and/or specifications. All instances of non-conformance identified by the government will be documented and the Contractor will be notified. Resolution of non-conformance discovered at the Subcontractor level will be addressed with the Prime Contractor. Non-conformance is classified as either: Level 1; Level 2; Level 3, or level 4, (See definitions in FAR 46.101 and ACC AI Attachment 46-2 for definition of contract quality requirements). Corrective Action Request (CAR's) will be processed IAW HQ ACC AI Attachment 46-2 ACC's Corrective Action Request Procedures, any variance between this document and the ACC AI, the ACC AI will take precedence.

5.2.1 <u>Level I:</u> A Level I CAR describes a deficiency on a product or service and is not a systemic breakdown of a process or system. It includes those nonconformances that are minor in nature and can be promptly corrected by the contractor, present no need for root cause analysis, no determination if other contract requirements are affected, present no need for further preventive action, and do not materially reduce the usability of the supplies, services, construction, or deliverables. While the Government must document the nonconformance and the contractor must correct the nonconformance, further actions and Government follow-up are not required, and no written response from the contractor is needed.

5.2.1.1 L1-Minor nonconformance should be considered closed immediately upon issuance and no special notification to the contractor is required.

5.2.1.2 The standard is to issue the CAR no later than (NLT) three business days after identification of the nonconformance.

5.2.2 Level II - A Level II CAR describes deficiencies in a contractor's processes or systems but are not a significant deficiency. Some examples of systems affected may be quality inspection / management systems, and CBS identified in DFARS 242.70, or issues such as:

- Multiple deficiencies on products or services indicating a systemic issue throughout the process, or

- An escalation of repetitive Level I CARs for the same or similar nonconformance demonstrating the contractor is failing to institute effective corrective action and/or failing to implement effective quality and/or internal control(s).

- Level II CARs shall require the contractor to correct the nonconformance, perform root cause, and develop and provide a corrective action plan (CAP) acceptable by the government.

5.2.2.1 The standard is to issue the CAR NLT five business days after identification of the nonconformance.

5.2.3 Level III - A Level III CAR describes deficiencies in a contractor's system that is affecting a contract or program ability to meet cost, schedule, or performance requirements, or are:

- A significant deficiency pursuant to DFARS 252.242-7005, "Contractor Business Systems" (CBS) or

- A failure to respond to Level II CARs, or to remedy a recurring nonconformance.

- If not resolved satisfactorily, a Level III CAR may result in the initiation of available contractual remedies, such as reductions of payments, cost disallowances, revocation of government assumption of risk of loss, or business management system disapprovals, etc.

- Contractor shall be required to provide a CAP that is acceptable by the government.

5.2.3.2 The standard is to issue the CAR NLT ten business days after identification of the nonconformance.

5.2.4 Level IV - A Level IV CAR documents a critical nonconformance of such serious nature that is issued to the contractor's business segment or corporate management for their attention to both the nonconforming condition and the company's corrective action, or when a Level III CAR has been ineffective. A Level IV CAR will result in a mandatory review of available contractual remedies, such as cost disallowance, reduction or suspension of payments, revocation of government assumption of risk of loss, CBS disapproval, or suspension of all product and service acceptance activities. Contractual remedies will be implemented IAW applicable FAR/DFARS clauses and/or ACC Acquisition Instructions if applicable. Action to suspend product or service acceptance will be accomplished via a Level IV CAR. Contractor shall be required to provide a CAP that is acceptable to the government.

5.2.4.1 The standard is to issue the CAR NLT ten business days after identification of the nonconformance.

5.2.5 **Corrective Action Plan Requirements:** Contractor CAPs are required for Level 2 and Level 3/4 CARs. Level 1 nonconformance does not require a CAP, nor Government verification of corrective action.

5.2.5.1 Commercial contracts containing the clause 52.212-4, not having a PWS requirement for a Quality Management Plan/Quality Control Plan (or like requirement), have minimum CAP requirements. Level 2 and Level 3/4 CARs for commercial contracts shall include the following CAP requirements:

5.2.5.1.1 Actions planned or taken to correct the specific nonconformance.

5.2.5.1.2 Target date(s) for implementation and completion of corrective action(s).

5.2.5.2 For all other contracts (contracts not containing the clause 52.212-4 or contracts with 52.212-4 but also with a requirement for a Quality Management Plan/Quality Control Plan (or like requirement)), Level 2 and Level 3/4 CARs shall include the following CAP requirements:

5.2.5.2.1 Actions planned or taken to correct the specific nonconformance.

5.2.5.2.2 Root cause analysis of the nonconformance.

5.2.5.2.3 Corrective action planned or taken to eliminate the root cause(s) and prevent recurrence of the nonconformance, to include addressing people, process, and/or tools as necessary.

5.2.5.2.4 Determination of whether other processes/products/services/work are affected by the root cause(s), including product/service/work already delivered to the Government.

5.2.5.2.5 Corrective action milestones and target date(s) for implementation.

5.3 **Projection Completion (75%-100%):**

5.3.1 **Red Zone Meeting (RZ):** meetings held by the Contractor with the COR are to identify strategies to ensure the project is carried to expeditious closure and turnover to the client. Discuss any progress changes, critical work activities and their planned completion dates during regularly scheduled RZ Meetings beginning approximately at 75% stage of construction prior to project completion.

5.3.2 **Punch-out & Pre Final Inspection:** Near the completion of construction, but prior to the final completion date of a construction project, the contractor's quality control manager (QCM) shall conduct a comprehensive QC inspection of the project. The QCM will prepare a deficiency list of all items not completed or not meeting the plans and specification requirements. The preparations of this list and the correction of the deficiencies is the contractor's responsibility. The contractor is required to maintain an effective work force until deficiencies have been corrected.

5.3.3 Final inspection: Shall be requested in writing by the contractor to the COR/KS/Contract Specialist not less than five (5) days prior to the date inspection is desired. After the contractor has prepared the list and made final corrections, a joint pre-final inspection is made by the QCM and US Government personnel to uncover the last, minor items that remain to be corrected. The final joint inspection is then scheduled and is attended by representatives authorized to act for the Contracting Officer, local sponsor, and the using service. For military projects, representatives of the appropriate command should also be encouraged to participate.

5.3.4 Closeout documentation: Closeout documentation includes; As-Built Drawings, Record Drawings, O&M Manuals, DD1354 and all other Close-out documents required by this Construction Contract. Acceptance and Approval of final documentation, both in digital and in paper form, must be granted by the Government Quality Management Specialist before final payment is made by the COR, and prior to the acceptance of the final DD1355 by the Real Property Accountability Officer.

5.3.5 Final Acceptance Payment: When all work has been deemed acceptable and there is documented objective quality evidence to support acceptable performance the COR will accept the services provided and authorize payment of the Contractor. This is accomplished by reviewing and accepting the Contract Progress Payment and Construction Invoice in Wide Area Workflow at https://piee.eb.mil/. FAR clause 52.233-27(a)(i)(A) states the Contracting Officer approves payment.

5.3.6 Warranty: Contractor is to provide a warranty management plan which contains information relevant to FAR 52.246-21 Warranty of Construction. At least 14 days before the final inspection. Include within the warranty management plan all required actions and documents to assure that the Government receives all warranties to which it is entitled. The construction warranty period must begin on the Beneficial Occupancy Date (BOD) and continue for the full product warranty period. Conduct a joint 4 month and 9 month warranty inspection, measured from time of acceptance, with the Contractor, Contracting Officer's Representative (COR) and the Customer Representative.
Paste in Any Warranty after Acceptance information that is included in the contract.

6.0 Attachments: Below is a list of attachments that should be included in this CQASP if applicable to the Requirement.

6.1 Quality Assurance Report (QAR) Daily Log Sample
6.2 Contractor Quality Control Plan (QCP) (Initial submitted prior to Design Conference, updated plan prior to construction.)
6.3 Initial Phase Checklist Form
6.4 Shop drawings, Equipment Data, Material Samples, or Manufacturer's Certificates of Compliance.
6.5 Material Approval Submittal
6.6 Specifications
6.7 Apprentice Certificates
6.8 Contractor's Safety Program / Minutes of Preconstruction Safety Conference
6.9 Delinquent Performance Notification

6.10 Government Progress Report
6.11 Inspector Historical Log
6.12 Insurance Certificates
6.13 Defense Base Act (DBA) Insurance
6.14 Liquidated Damages Data
6.15 List of Subcontractors
6.16 Notice of Final Inspection
6.17 Notice to Proceed / Contract Receipt
6.18 Performance Evaluation (DD2626)
6.19 Performance and Payment Bonds
6.20 Progress Payment Package
6.21 Site Superintendent / Safety / Quality Control Appointment Letters