

SOLICITATION NO. W912EE-22-B-0005

DATE: 31 May 2022

**SPECIFICATIONS**

**FOR**

**OUACHITA RIVER BASIN, OUACHITA &  
CALDWELL PARISHES  
P.L 84-99 EMERGENCY LEVEE SETBACK  
RM 159-108, SITES 1, 5, & 6**

**THIS PROCUREMENT IS A TOTAL SMALL BUSINESS  
SET-ASIDE**



**US Army Corps  
of Engineers®**

- ◆ Building Strong
- ◆ Serving the Army
- ◆ Serving the Nation

**VICKSBURG DISTRICT  
4155 CLAY STREET  
VICKSBURG, MS 39183-3435**

**INQUIRIES  
REGARDING THIS SOLICITATION SHOULD  
BE MADE TO THE FOLLOWING:**

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**<http://www.projnet.org/projnet>**

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**PLANS AND SPECIFICATIONS AVAILABLE ON THE SAM WEB PAGE AT**  
**<http://sam.gov/>**

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|   |   |   |                               |                  |
|---|---|---|-------------------------------|------------------|
| <b>SOLICITATION, OFFER,<br/>AND AWARD</b><br><i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO.<br><b>W912EE22B0005</b>   | 2. TYPE OF SOLICITATION<br><input checked="" type="checkbox"/> SEALED BID (IFB)<br><input type="checkbox"/> NEGOTIATED(RFP) | 3. DATE ISSUED<br>31 May 2022 | PAGE<br><b>1</b> |
|   | <b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b> |   |                               |                  |

|                 |  |                |
|-----------------|--|----------------|
| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO.<br><b>W807PM10975183</b> | 6. PROJECT NO. |
|-----------------|--|----------------|

|  |                       |  |
|--|-----------------------|--|
| 7. ISSUED BY<br><b>VICKSBURG CONTRACTING OFFICE<br/>4155 CLAY ST<br/>VICKSBURG MS 39183-3435</b><br><br>TEL: FAX: (601) 631-7261 | CODE<br><b>W912EE</b> | 8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE<br><br><b>SEE SPECIAL NOTICES TO BIDDERS</b><br><br>TEL: FAX: |
|--|-----------------------|--|

|                          |                                    |   |
|--------------------------|------------------------------------|---|
| 9. FOR INFORMATION CALL: | A. NAME<br><b>SHELIA R BRADLEY</b> | B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i><br><b>(601) 631-7243</b> |
|--------------------------|------------------------------------|---|

**SOLICITATION**

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

**OUACHITA RIVER BASIN, OUACHITA &  
CALDWELL PARISHES  
P.L 84-99 EMERGENCY LEVEE SETBACK  
RM 159-108, SITES 1, 5, & 6**

DESCRIPTION OF WORK: The work consists of furnishing all plant, labor, materials, and equipment, and constructing the levee setbacks on the Ouachita River in the Ouachita and Caldwell Parishes, Louisiana. Principal features of the work include mobilization and demobilization, clearing and grubbing, existing turf maintenance and new turf establishment, excavation, inspection trench, semi-compacted levee embankment, removing and replacing existing gravel surfacing, crushed stone surfacing, storm water pollution prevention, and environmental protection

The estimated value of the proposed work is between \$1,000,000 and \$5,000,000.

11. The Contractor shall begin performance within 10 calendar days and complete it within 233 calendar days after receiving  
 award,  Notice to proceed. This performance period is  mandatory,  negotiable. ( 00.80.00.00.09 )

|  |                          |
|--|--------------------------|
| 12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?<br><i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i><br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | 12B. CALENDAR DAYS<br>10 |
|--|--------------------------|

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 2:00 PM. *(hour)* local time 30 Jun 2022 *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee  is,  is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.



## Section 00100 - Bidding Schedule/Instructions to Bidders

BID SCHEDULE

| <b>OUACHITA RIVER BASIN, OUACHITA &amp; CALDWELL PARISHES<br/>P.L 84-99 EMERGENCY LEVEE SETBACK<br/>RM 159-108, SITES 1, 5, &amp; 6</b> |   |                    |            |                       |               |
|---|---|--------------------|------------|-----------------------|---------------|
| <b>ITEM</b>   | <b>DESCRIPTION</b>                                      | <b>EST<br/>QTY</b> | <b>U/M</b> | <b>UNIT<br/>PRICE</b> | <b>AMOUNT</b> |
| 0001  | MOBILIZATION AND<br>DEMOBILIZATION                      | 1                  | JOB        | FOR                   | \$            |
| 0002  | CLEARING AND GRUBBING                                   | 1                  | JOB        | FOR                   | \$            |
| 0003  | ENVIRONMENTAL PROTECTION<br>FEATURES                    | 1                  | JOB        | FOR                   | \$            |
| 0004  | EXISTING TURF MAINTENANCE<br>AND NEW TURF ESTABLISHMENT | 1                  | JOB        | FOR                   | \$            |
| 0005  | INSPECTION TRENCH                                       | 1                  | JOB        | FOR                   | \$            |
| 0006  | GRAVEL SURFACING, EXISTING                              | 1                  | JOB        | FOR                   | \$            |
| 0007  | LEVEE EMBANKMENT<br>SEMICOMPACTED, SITE 1               | 23,250             | CY         | \$                    | \$            |
| 0008  | LEVEE EMBANKMENT<br>SEMICOMPACTED, SITE 5               | 20,330             | CY         | \$                    | \$            |
| 0009  | LEVEE EMBANKMENT<br>SEMICOMPACTED, SITE 6               | 54,400             | CY         | \$                    | \$            |
| 0010  | LEVEE SURFACING, CRUSHED<br>STONE                       | 2370               | TON        | \$                    | \$            |
| <b>TOTAL</b>  |   |                    |            |                       | <b>\$</b>     |

NOTES:

(A) SOLICITATION NO. W912EE22B0005

OUACHITA RIVER BASIN, OUACHITA & CALDWELL PARISHES, P.L 84-99 EMERGENCY LEVEE SETBACK, RM 159-108, SITES 1, 5, & 6,

TYPE OF CONTRACT: FIRM-FIXED PRICE CONSTRUCTION

DISCLOSURE OF THE MAGNITUDE OF THE PROPOSED CONSTRUCTION PROJECT: BETWEEN \$1,000,000.00 AND \$5,000,000.00

NAICS CODE: 237990 – OTHER HEAVY AND CIVIL ENGINEERING CONSTRUCTION

SIZE STANDARD: \$39,500,000.00

THIS PROCUREMENT IS A TOTAL SMALL BUSINESS SET-ASIDE.

(B) ALL TECHNICAL INQUIRIES AND QUESTIONS RELATING TO THIS SOLICITATION ARE TO BE SUBMITTED VIA BIDDER INQUIRY IN PROJECT AT [HTTP://WWW.PROJNET.ORG/PROJECT](http://www.projnet.org/project). SEE PAGE ENTITLED "TECHNICAL INQUIRIES AND QUESTIONS".

(C) BIDDERS SHALL FURNISH UNIT PRICES FOR ALL ITEMS LISTED ON THE SCHEDULE OF BID ITEMS WHICH REQUIRE UNIT PRICES. IF THE BIDDER FAILS TO INSERT A UNIT PRICE IN THE APPROPRIATE BLANK FOR REQUIRED ITEMS, BUT DOES FURNISH AN EXTENDED TOTAL OR AN ESTIMATED AMOUNT FOR SUCH ITEMS, THE GOVERNMENT WILL DEEM HIS UNIT PRICE TO BE THE QUOTIENT OBTAINED BY DIVIDING THE EXTENDED ESTIMATED AMOUNT FOR THAT LINE ITEM BY THE QUANTITY. IF THE BIDDER OMITTS BOTH THE UNIT PRICE AND THE EXTENDED ESTIMATED AMOUNT FOR ANY ITEM, HIS BID WILL BE DECLARED NONRESPONSIVE.

(D) ALL QUANTITIES SHOWN ON THE BIDDING SCHEDULE ARE ESTIMATED QUANTITIES EXCEPT WHEN THE UNIT OF MEASURE IS SHOWN AS "LUMP SUM", "JOB" OR "EACH".

(E) IF A BID OR MODIFICATION TO A BID BASED ON UNIT PRICE IS SUBMITTED WHICH PROVIDES FOR A LUMP SUM ADJUSTMENT TO THE TOTAL ESTIMATED COST, THE APPLICATION OF THE LUMP SUM ADJUSTMENT TO THE UNIT PRICE IN THE SCHEDULE MUST BE STATED. IF IT IS NOT STATED, THE BIDDER AGREES THAT THE LUMP SUM ADJUSTMENT SHALL BE APPLIED ON A PRO RATA BASIS TO THE UNIT PRICE IN THE BID SCHEDULE.

(F) ALL EXTENSIONS OF THE UNIT PRICE SHOWN WILL BE SUBJECT TO VERIFICATION BY THE GOVERNMENT. IN CASE OF VARIATION BETWEEN THE UNIT PRICE AND THE EXTENSION, THE UNIT PRICE WILL BE CONSIDERED TO BE THE BID.

(G) AWARD WILL BE MADE AS A WHOLE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER AS MAY BE IN THE BEST INTEREST OF THE GOVERNMENT.

(H) LACK OF REGISTRATION IN THE SAM DATABASE WILL MAKE AN OFFEROR INELIGIBLE FOR AWARD. SEE CONTRACT CLAUSE 52.204-7 ENTITLED, "SYSTEM FOR AWARD MANAGEMENT".

(I) THE SF1442, BIDDING SCHEDULE, AND SECTION 00600 (REPRESENTATIONS AND CERTIFICATIONS) MUST BE ACCURATELY COMPLETED AND RETURNED WITH YOUR BID OR IT MAY BE REJECTED AS NONRESPONSIVE. AN OFFEROR MAY ALSO SUBMIT, IN LIEU OF THE

COMPLETED SECTION 00600, A COMPLETE HARD COPY OF THEIR ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATIONS (ORCA) REGISTRATION. SEE FAR CLAUSES 52.204-7 AND 52.204-8 FOR REQUIREMENT INFORMATION. THE WEBSITE FOR ORCA IS WWW.SAM.GOV.

(J) THE NOTICE TO PROCEED (NTP): THE SUCCESSFUL BIDDER IS ADVISED THAT PERFORMANCE AND PAYMENT BONDS SHALL BE SUBMITTED IN ACCORDANCE WITH THE TIME FRAME IN BLOCK 12B OF SF1442. THE NTP WILL BE ISSUED IMMEDIATELY AFTER VERIFICATION OF ACCEPTABLE PERFORMANCE AND PAYMENT BONDS. WITHIN TEN (10) CALENDAR DAYS AFTER ISSUANCE OF THE NTP, THE CONTRACTOR SHALL INITIATE A MEETING TO DISCUSS THE SUBMITTAL PROCESS WITH THE AREA OR RESIDENT ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. PHYSICAL WORK CANNOT START UNTIL THE ACCIDENT PREVENTION PLAN, CONTRACTOR QUALITY CONTROL PLAN, AND OTHER SUBMITTALS WHICH MAY BE REQUIRED, HAVE BEEN SUBMITTED AND APPROVED AND ALL PRELIMINARY MEETINGS CALLED FOR UNDER THE CONTRACT, HAVE BEEN CONDUCTED.

(K) ALL WORK UNDER THESE SPECIFICATIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE PROVISIONS OF EM 385-1-1 "CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL", DATED NOVEMBER 2014.

(L) THE GOVERNMENT RESERVES THE RIGHT, AS THE INTERESTS OF THE GOVERNMENT MAY REQUIRE, TO POSTPONE OR DELAY THE DATE AND/OR TIME SET FOR OPENING BIDS. REVISIONS OR AMENDMENTS TO THE BID OPENING DATE AND/OR TIME, IF ANY, WILL BE ANNOUNCED BY AMENDMENT OR AMENDMENTS TO THIS INVITATION FOR BIDS.

## GENERAL NOTICES

### 1. AUTHORITY & APPROPRIATION INFORMATION PROGRAM DATA

AUTHORITY: Flood Control Acts of 1928, 1936; and 1950

APPROPRIATION: FCCE (3125)

FUNDING CITATION: 96x3125

### 2. NEGOTIATIONS AFTER SEALED BIDDING.

The Government has the option to reject all bids received in response to the sealed bid advertisement and initiate negotiation. Negotiations will include soliciting offers from each responsible bidder that submits a bid in response to the Invitation for Bids. If, after bid opening, the Contracting Officer determines that negotiations are in the best interest of the Government, the following steps will be followed:

(a) An amendment to the sealed bid advertisement will be issued to each responsible bidder changing the Invitation for Bids Number to Request for Proposals Number. The amendment will also make any necessary changes to the scope of the work.

(b) A cover letter signed by the negotiator will accompany the amendment explaining the procedures to be followed during negotiations.

### 3. BID, PERFORMANCE AND PAYMENT BONDS.

A bid bond is required with the bid package and is to be executed on Standard Form SF24. Performance and payment bonds will be required after award. See Section 00700, Contract Clauses 52.228-1, BID GUARANTEE and 52.228-15, PERFORMANCE AND PAYMENT BONDS -- CONSTRUCTION

### 4. AMENDMENTS PRIOR TO DATE SET FOR OPENING BIDS.

The right is reserved, as the interest of the Government may require, to revise or amend the specifications and/or drawings prior to the date set for opening bids. Such revisions or amendments, if any, will be announced by amendment or amendments to this Invitation for Bids. Copies of such amendments as may be issued will be furnished to all prospective bidders. If the revision or amendments are of a nature which require material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the District Engineer will enable bidders to revise their bids. In such case, the amendments will include an announcement of the new date for opening bids.

### 5. BUSINESS INTEGRITY.

The apparent successful bidder as a condition for award of any contract resulting from this solicitation may be required to execute a certificate related to Business Integrity.

### 6. CONDITIONS AFFECTING THE WORK.

Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the

execution of the contract, unless included in the Invitation for Bids, the specifications, or related documents.

#### 7. BIDDER'S QUALIFICATIONS.

A determination of contractor responsibility will be made. A determination of non-responsibility may be cause for the rejection of a prospective contractor's bid. In accordance with FAR 9.104-1 - General Standards, before a bid is considered for award, the bidder shall be requested by the Government to submit a statement regarding their previous experience in performing comparable work, their business and technical organization, financial resources, the plant available to be used in performing the work and/or other information necessary to make the determination of contractor responsibility.

#### 8. SITE OF THE WORK.

Bidders are advised that for purpose of applicability of the Davis-Bacon Act and other contract labor standard provisions, "the site of the work" under the contract to be awarded pursuant to this Invitation may not be limited to the physical place(s) where the construction called for in the contract will remain when work on it has been completed. The "site of the work" may include other adjacent or nearby property used by the Contractor or Subcontractors during such construction. For example, fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., will be considered part of the site of the work provided they are dedicated exclusively or nearly so to performance on the contract and are so located in proximity to the actual construction location that it would be reasonable to include them.

#### 9. INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE, AND BONDS.

a. Specifications, Bidding Schedule, Pre-award Information/Description of Work/Bid Evaluation, Equipment Schedule, Construction Contract Clauses, and Wage Determination Decisions of the Secretary of Labor are parts of this Invitation.

b. (1) An offeror (bidder) electing to use individual sureties for either bid guarantees or performance and payment bonds must submit, concurrently with the bonds and required affidavits, a statement of both the business and personal names of the persons and/or brokerages firms through whom the bonds or the guarantees were obtained, together with the address and telephone number of the persons and/or brokerage firms.

(2) Offerors or bidders should note that some individual sureties and brokers of individual sureties have been debarred or suspended from offering themselves or others as sureties to the Government. Offerors or bidders are responsible for ascertaining the current status of their sureties and brokers.

(3) Failure to provide the required information or the submission of bid guarantees obtained from debarred or suspended sureties or brokers may cause rejection of the offer (bid).

#### 10. DEFINITIONS

(a) The term "head of the agency" or "Secretary" as used herein means the Secretary of the Army; and the term "his duly authorized representative" means the Chief of Engineers, Department of the Army, or an individual or board designated by him.

(b) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(c) The agency board of contract appeals having jurisdiction over all appeals from final decisions of the Contracting Officer under the Contract Disputes Act of 1978 is the Armed Services Board of Contract Appeals, addressed as follows: Recorder, Armed Services Board of Contract Appeals, Skyline 6, 7th Floor, 5109 Leesburg Pike, Falls Church, Virginia 22041-3208.

(d) "Small business concern" means a concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

Size Standards for Construction and Special Trades.

(a) Construction. A concern is small if its average annual receipts for its preceding 3 fiscal years did not exceed \$39.5 million.

(b) Dredging. A concern is small if (1) its average annual receipts for its preceding 3 fiscal years did not exceed \$30 million, and (2) at least 40 percent of the yardage in the contract's plans and specifications is dredged with equipment owned by the concern or obtained from another small business dredging concern.

SPECIAL NOTICES

1. INVITATION FOR BID NO. W912EE22B0005 IS DUE 30 JUNE 2022, @ 2:00 P.M. CENTRAL STANDARD TIME (CST).

BIDS SENT BY COMMERCIAL CARRIER SHALL BE CLEARLY MARKED ON THE OUTER ENVELOPE AS CONTAINING A "SEALED BID". BIDS MUST BE RECEIVED PRIOR TO THE EXACT TIME SET FOR BID OPENING.

BIDS MAY BE SUBMITTED BY HAND AT THE VICKSBURG DISTRICT HEADQUARTERS BUILDING LOBBY (4155 CLAY STREET, VICKSBURG, MS) ON THE DAY OF BID OPENING "ONLY" AND MAY NOT BE SUBMITTED SOONER THAN (2) HOURS PRIOR TO THE TIME OF THE SCHEDULED BID OPENING. NO DOD SAFE SUBMISSION OR ELECTRONIC RECEIPT OF BIDS WILL BE ALLOWED FOR THIS INVITATION FOR BIDS.

THE BID OPENING MAY BE ATTENDED IN PERSON OR VIEWED ONLINE through "YouTube LIVE UNDER THE BELOW LINK:

<https://www.youtube.com/channel/UC8aGwLzGsYAHHISJg31RFOW/live>

THE YouTube LIVE LINK MAY ALSO BE FOUND BY GOING TO THE USACE VICKSBURG DISTRICT WEB PAGE; <https://www.mvk.usace.army.mil/>

Click "Business With Us" and then "Contracting" where the link will be available under "Bid Openings".

2. SEALED BIDS FOR THE WORK DESCRIBED HEREIN WILL BE RECEIVED UNTIL DATE AND TIME OF BID OPENING.

3. THIS PROCUREMENT IS A TOTAL SMALL BUSINESS SET-ASIDE.

4. YOUR ATTENTION IS DIRECTED TO SECTION 00100-BID SCHEDULE/INSTRUCTIONS TO BIDDERS CLAUSE ENTITLED "SUBMISSION OF BIDS". IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THAT BIDS SENT BY COMMERCIAL CARRIER ARE CLEARLY IDENTIFIED AS CONTAINING A SEALED BID ON THE OUTERMOST ENVELOPE. THIS INCLUDES, BUT IS NOT LIMITED TO, BIDS SENT VIA: FEDERAL EXPRESS, AIRBORNE EXPRESS, EXPRESS COURIER SERVICES, INC., EXPRESS MAIL - U.S. POSTAL SERVICE, UNITED PARCEL SERVICE AND PUROLATOR.

5. NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

6. NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE CONTRACT CLAUSE ENTITLED, "AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION", WHICH WILL APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

7. SEE SECTION 00 80 00.00 09, SPECIAL CONTRACT REQUIREMENTS, CLAUSE ENTITLED "COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK".

8. SEE SECTION 01 00 00.00 09, GENERAL CONTRACT REQUIREMENTS CLAUSE, ENTITLED, "PAYMENT INVOICES" WHICH WILL APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION. THE FEDERAL ACQUISITION REGULATION REQUIRES THAT THE "REMIT TO" ADDRESS OF THE INVOICE MATCH THE "REMIT TO" ADDRESS ON THE CONTRACT OR A PROPER NOTICE OF ASSIGNMENT.

9. BIDS WILL NOT BE ACCEPTED NOR SHALL BIDS BE WITHDRAWN TELEGRAPHICALLY OR BY ELECTRONIC COMMERCE.

10. IN ACCORDANCE WITH THE PROVISIONS OF SUBPART 36.201 (EVALUATION OF CONTRACTOR PERFORMANCE) OF THE FEDERAL ACQUISITION REGULATION (FAR), CONSTRUCTION CONTRACTOR'S PERFORMANCE SHALL BE EVALUATED THROUGHOUT THE PERFORMANCE OF THE CONTRACT. THE UNITED STATES ARMY CORPS OF ENGINEERS (USACE) FOLLOWS THE PROCEDURES OUTLINED IN ENGINEERING REGULATION 415-1-17 TO FULFILL THIS FAR REQUIREMENT. FOR CONSTRUCTION CONTRACTS AWARDED AT OR ABOVE \$100,000.00, THE USACE WILL EVALUATE CONTRACTOR'S PERFORMANCE AND PREPARE A PERFORMANCE REPORT USING THE CONSTRUCTION CONTRACTOR APPRAISAL SUPPORT SYSTEM (CCASS), WHICH IS NOW A WEB-BASED SYSTEM. AFTER AN EVALUATION (INTERIM OR FINAL) IS WRITTEN UP BY THE USACE, THE CONTRACTOR WILL HAVE THE ABILITY TO ACCESS, REVIEW AND COMMENT ON THE EVALUATION FOR A PERIOD OF 30 DAYS. ACCESSING AND USING CCASS REQUIRES SPECIFIC SOFTWARE, CALLED PKI CERTIFICATION, WHICH IS INSTALLED ON THE USER'S COMPUTER. THE CERTIFICATION IS A DEPARTMENT OF DEFENSE REQUIREMENT AND WAS IMPLEMENTED TO PROVIDE SECURITY IN ELECTRONIC TRANSACTIONS. THE CERTIFICATION SOFTWARE COULD COST APPROXIMATELY \$110 - \$125 PER CERTIFICATE PER YEAR AND IS PURCHASED FROM AN EXTERNAL CERTIFICATE AUTHORITIES (ECA) VENDOR. CURRENT INFORMATION ABOUT THE PKI CERTIFICATION PROCESS AND FOR CONTACTING VENDORS CAN BE FOUND ON THE WEB SITE: <http://www.cpars.navy.mil/>. IF THE CONTRACTOR WISHES TO PARTICIPATE IN THE PERFORMANCE EVALUATION PROCESS, ACCESS TO CCASS AND PKI CERTIFICATION IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

#### 11. ELECTRONIC FUNDS TRANSFER (EFT)

PURSUANT TO FAR 52.232-5 AND 52.232-33, ALL PAYMENTS UNDER THIS CONTRACT WILL BE MADE BY ELECTRONIC FUNDS TRANSFER (EFT). CONTRACTORS ARE REQUIRED TO COMPLETE FORM:  
UFC-DISB-4.

THE FORM BE DOWNLOADED FROM THE U. S. ARMY CORPS OF ENGINEERS FINANCE CENTER AT: [https://www.tam.usace.army.mil/Portals/53/docs/UDC/Admin/Direct\\_Deposit.pdf](https://www.tam.usace.army.mil/Portals/53/docs/UDC/Admin/Direct_Deposit.pdf)

*THE "INSTALLATION EROC" FOR THE VICKSBURG CONTRACTING OFFICE IS "B4."*

12. PRIOR TO BID OPENING, IN ACCORDANCE WITH FEDERAL ACQUISITION REGULATION PART 14.303 (b) MODIFICATION OR WITHDRAWAL OF BIDS, "A BID MAY BE WITHDRAWN IN PERSON BY A BIDDER OR ITS AUTHORIZED REPRESENTATIVE IF, BEFORE THE EXACT TIME SET FOR OPENING OF BIDS, THE IDENTITY OF THE PERSONS REQUESTING WITHDRAWAL IS ESTABLISHED AND THAT PERSON SIGNS A RECEIPT FOR THE BID."

THE FOLLOWING STEPS WILL BE REQUIRED BY THE VICKSBURG CONTRACTING OFFICE:

- 1) CONTRACTOR MUST PRESENT A LETTER VERIFYING THEY ARE A REPRESENTATIVE OF THE COMPANY.
- 2) CONTRACTOR MUST SHOW VALID, GOVERNMENT ISSUED PICTURE ID.

- 3) VICKSBURG DISTRICT CONTRACTING OFFICE WILL HAVE THE REPRESENTATIVE SIGN A RECEIPT FOR BID.

13. TECHNICAL INQUIRIES AND QUESTIONS ALL QUESTIONS MUST BE SUBMITTED VIA PROJNET.

TECHNICAL INQUIRIES AND QUESTIONS RELATING TO THIS SOLICITATION ARE TO BE SUBMITTED VIA BIDDER INQUIRY IN PROJNET AT ([HTTPS://WWW.PROJNET.ORG](https://www.projnet.org)). BIDDERS ARE ENCOURAGED TO SUBMIT QUESTIONS 5 DAYS PRIOR TO BID OPENING IN ORDER TO ENSURE ADEQUATE TIME IS ALLOTTED TO FORM AN APPROPRIATE RESPONSE AND AMEND THE SOLICITATION, IF NECESSARY. TO SUBMIT AND REVIEW INQUIRY ITEMS, PROSPECTIVE VENDORS WILL NEED TO USE THE BIDDER INQUIRY KEY PRESENTED BELOW AND FOLLOW THE INSTRUCTIONS LISTED BELOW THE KEY FOR ACCESS. A PROSPECTIVE VENDOR WHO SUBMITS A COMMENT /QUESTION WILL RECEIVE AN ACKNOWLEDGEMENT OF THEIR COMMENT/QUESTION VIA EMAIL, FOLLOWED BY AN ANSWER TO THE COMMENT/QUESTION AFTER IT HAS BEEN PROCESSED BY OUR TECHNICAL TEAM.

ALL TIMELY QUESTIONS AND APPROVED ANSWERS WILL BE MADE AVAILABLE THROUGH PROJNET. APPROVED ANSWERS TO ALL TIMELY QUESTIONS WILL ALSO BE POSTED ON THE FEDBIZOPS IN THE FORM OF A REPORT GENERATED FROM PROJNET AS SOON AS THE COMMENT/QUESTION ENTERING PERIOD IS OVER AND ALL ANSWERS ARE ALL FINALIZED.

THE SOLICITATION NUMBER IS: **W912EE22B0005**

THE BIDDER INQUIRY KEY IS: **FCSAZK-822N5Y**

SPECIFIC INSTRUCTIONS FOR PROJNET BID INQUIRY ACCESS:

1. FROM THE PROJNET HOME PAGE LINKED ABOVE, CLICK ON QUICK ADD ON THE UPPER RIGHT SIDE OF THE SCREEN.
2. IDENTIFY THE AGENCY. THIS SHOULD BE MARKED AS USACE.
3. KEY. ENTER THE BIDDER INQUIRY KEY LISTED ABOVE.
4. EMAIL. ENTER THE EMAIL ADDRESS YOU WOULD LIKE TO USE FOR COMMUNICATION.
5. CLICK CONTINUE. A PAGE WILL THEN OPEN SAYING THAT A USER ACCOUNT WAS NOT FOUND AND WILL ASK YOU TO CREATE ONE USING THE PROVIDED FORM.
6. ENTER YOUR FIRST NAME, LAST NAME, COMPANY, CITY, STATE, PHONE, EMAIL, SECRET QUESTION, SECRET ANSWER, AND TIME ZONE. MAKE SURE TO REMEMBER YOUR SECRET QUESTION AND ANSWER AS THEY WILL BE USED FROM THIS POINT ON TO ACCESS THE PROJNET SYSTEM.
7. CLICK ADD USER. ONCE THIS IS COMPLETED YOU ARE NOW REGISTERED WITHIN PROJNET AND ARE CURRENTLY LOGGED INTO THE SYSTEM.

SPECIFIC INSTRUCTIONS FOR FUTURE PROJNET BID INQUIRY ACCESS:

1. FOR FUTURE ACCESS TO PROJNET, YOU WILL NOT BE EMAILED ANY TYPE OF PASSWORD. YOU WILL UTILIZE YOUR SECRET QUESTION AND SECRET ANSWER TO LOG IN.
2. FROM THE PROJNET HOME PAGE LINKED ABOVE, CLICK ON QUICK ADD ON THE UPPER RIGHT SIDE OF THE SCREEN.
3. IDENTIFY THE AGENCY. THIS SHOULD BE MARKED AS USACE.
4. KEY. ENTER THE BIDDER INQUIRY KEY LISTED ABOVE.
5. EMAIL. ENTER THE EMAIL ADDRESS YOU USED TO REGISTER PREVIOUSLY IN PROJNET.

6. CLICK CONTINUE. A PAGE WILL THEN OPEN ASKING YOU TO ENTER THE ANSWER TO YOUR SECRET QUESTION.
7. ENTER YOUR SECRET ANSWER AND CLICK LOGIN. ONCE THIS IS COMPLETED YOU ARE NOW LOGGED INTO THE SYSTEM.

## CLAUSES INCORPORATED BY REFERENCE

|           |  |          |
|-----------|--|----------|
| 52.204-16 | Commercial and Government Entity Code Reporting          | AUG 2020 |
| 52.209-7  | Information Regarding Responsibility Matters             | OCT 2018 |
| 52.214-4  | False Statements In Bids                                 | APR 1984 |
| 52.214-5  | Submission Of Bids                                       | DEC 2016 |
| 52.214-6  | Explanation To Prospective Bidders                       | APR 1984 |
| 52.214-7  | Late Submissions, Modifications, and Withdrawals of Bids | NOV 1999 |
| 52.214-18 | Preparation of Bids-Construction                         | APR 1984 |
| 52.214-19 | Contract Award-Sealed Bidding-Construction               | AUG 1996 |
| 52.214-34 | Submission Of Offers In The English Language             | APR 1991 |
| 52.214-35 | Submission Of Offers In U.S. Currency                    | APR 1991 |

## CLAUSES INCORPORATED BY FULL TEXT

### 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Definitions. As used in this provision--

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that--

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record ``Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of Provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

(End of provision)

#### 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| Economic Area   | Goals for Minority Participation for Each Trade | Goals for Female Participation for Each Trade |
|---|---|---|
| Monroe, Louisiana, Non-SMSA (Non-Standard Metropolitan Statistical Area) Counties | 27.9%   | 6.9%  |

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Monroe, Louisiana, Non-SMSA Counties, which includes Ouachita and Caldwell Parishes, Louisiana.**

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.228-1 BID GUARANTEE (SEP 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-
- (c) The amount of the bid guarantee shall be **20** percent of the bid price or **\$3M**, whichever is less.-
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Contracting Officer  
U.S. Army Corps of Engineers  
Vicksburg District  
4155 Clay Street  
Vicksburg, Mississippi 39183-3435

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting

the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

U.S. Army Corps of Engineers  
Mr. Robin Blake, Chief  
Vidalia Area Office  
100 Advocate Row  
Vidalia, LA 71373-3032  
Telephone (318) 336-5226

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/>

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any **Defense Acquisition Regulation** (48 CFR Chapter **1**) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

#### 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

(a) Definitions. As used in this provision--

Controlled technical information, covered contractor information system, covered defense information, cyber incident, information system, and technical information are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012 shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))--

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

#### 252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

#### 252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it

“does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-- Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

## 252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)

## (a) Definitions.

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>.

## (c) Procedures.

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

| System security plan | CAGE codes supported by this plan | Brief description of the plan architecture | Date of assessment | Total score | Date score of 110 will be achieved |
|----------------------|-----------------------------------|--|--------------------|-------------|------------------------------------|
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|                      |                                   |  |                    |             |                                    |

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

- (i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
- (ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).
- (iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

## Section 00600 - Representations &amp; Certifications

## CLAUSES INCORPORATED BY REFERENCE

|              |  |          |
|--------------|--|----------|
| 52.223-1     | Biobased Product Certification                         | MAY 2012 |
| 52.223-4     | Recovered Material Certification                       | MAY 2008 |
| 252.204-7007 | Alternate A, Annual Representations and Certifications | MAY 2021 |

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.

(2) The small business size standard is \$39,500,000.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (e) applies.

(ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016 , Covered Defense Telecommunications Equipment or Services—Representation. Applies to all solicitations.

(ii) 252.216-7008 , Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be

performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042 , Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049 , Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050 , Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012 , Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vii) 252.229-7013 , Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(ix) 252.247-7022 , Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

(i) 252.209-7002 , Disclosure of Ownership or Control by a Foreign Government.

(ii) 252.225-7000 , Buy American—Balance of Payments Program Certificate.

(iii) 252.225-7020 , Trade Agreements Certificate.

Use with Alternate I.

(iv) 252.225-7031 , Secondary Arab Boycott of Israel.

(v) 252.225-7035 , Buy American—Free Trade Agreements—Balance of Payments Program Certificate.

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

(vi) 252.226-7002 , Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

(vii) 252.232-7015 , Performance-Based Payments—Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as

indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #

Title

Date

Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

#### 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-- Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-- Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [ \_\_\_ ] will, [ \_\_\_ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [ \_\_\_ ] does, [ \_\_\_ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

|                |   |          |
|----------------|---|----------|
| 52.202-1       | Definitions   | JUN 2020 |
| 52.203-3       | Gratuities  | APR 1984 |
| 52.203-5       | Covenant Against Contingent Fees  | MAY 2014 |
| 52.203-6       | Restrictions On Subcontractor Sales To The Government   | JUN 2020 |
| 52.203-7       | Anti-Kickback Procedures  | JUN 2020 |
| 52.203-8       | Cancellation, Rescission, and Recovery of Funds for Illegal or<br>Improper Activity   | MAY 2014 |
| 52.203-10      | Price Or Fee Adjustment For Illegal Or Improper Activity  | MAY 2014 |
| 52.203-12      | Limitation On Payments To Influence Certain Federal<br>Transactions   | JUN 2020 |
| 52.203-17      | Contractor Employee Whistleblower Rights and Requirement<br>To Inform Employees of Whistleblower Rights                                 | JUN 2020 |
| 52.204-4       | Printed or Copied Double-Sided on Postconsumer Fiber<br>Content Paper   | MAY 2011 |
| 52.204-10      | Reporting Executive Compensation and First-Tier<br>Subcontract Awards   | JUN 2020 |
| 52.204-13      | System for Award Management Maintenance   | OCT 2018 |
| 52.204-19      | Incorporation by Reference of Representations and<br>Certifications.  | DEC 2014 |
| 52.204-23      | Prohibition on Contracting for Hardware, Software, and<br>Services Developed or Provided by Kaspersky Lab and Other<br>Covered Entities | DEC 2021 |
| 52.209-6       | Protecting the Government's Interest When Subcontracting<br>With Contractors Debarred, Suspended, or Proposed for<br>Debarment          | DEC 2021 |
| 52.209-9       | Updates of Publicly Available Information Regarding<br>Responsibility Matters   | OCT 2018 |
| 52.209-10      | Prohibition on Contracting With Inverted Domestic<br>Corporations   | NOV 2015 |
| 52.211-10      | Commencement, Prosecution, and Completion of Work   | APR 1984 |
| 52.214-26      | Audit and Records--Sealed Bidding   | JUN 2020 |
| 52.219-6       | Notice Of Total Small Business Set-Aside  | NOV 2020 |
| 52.219-8       | Utilization of Small Business Concerns  | OCT 2018 |
| 52.219-9 Alt I | Small Business Subcontracting Plan (NOV 2021) Alternate I   | NOV 2016 |
| 52.219-14      | Limitations On Subcontracting   | SEP 2021 |
| 52.219-16      | Liquidated Damages-Subcontracting Plan  | SEP 2021 |
| 52.222-1       | Notice To The Government Of Labor Disputes  | FEB 1997 |
| 52.222-21      | Prohibition Of Segregated Facilities  | APR 2015 |
| 52.222-27      | Affirmative Action Compliance Requirements for<br>Construction  | APR 2015 |
| 52.222-35      | Equal Opportunity for Veterans  | JUN 2020 |
| 52.222-36      | Equal Opportunity for Workers with Disabilities   | JUN 2020 |
| 52.222-37      | Employment Reports on Veterans  | JUN 2020 |
| 52.222-40      | Notification of Employee Rights Under the National Labor<br>Relations Act   | DEC 2010 |
| 52.222-50      | Combating Trafficking in Persons  | DEC 2021 |
| 52.222-55      | Minimum Wages for Contractor Workers Under Executive<br>Order 14026   | JAN 2022 |
| 52.222-62      | Paid Sick Leave Under Executive Order 13706   | JAN 2022 |

|              |   |          |
|--------------|---|----------|
| 52.223-1     | Biobased Product Certification  | MAY 2012 |
| 52.223-2     | Affirmative Procurement of Biobased Products Under Service and Construction Contracts   | SEP 2013 |
| 52.223-3     | Hazardous Material Identification And Material Safety Data  | FEB 2021 |
| 52.223-6     | Drug-Free Workplace   | MAY 2001 |
| 52.223-9     | Estimate of Percentage of Recovered Material Content for EPA-Designated Items   | MAY 2008 |
| 52.223-17    | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts   | AUG 2018 |
| 52.223-18    | Encouraging Contractor Policies To Ban Text Messaging While Driving   | JUN 2020 |
| 52.225-13    | Restrictions on Certain Foreign Purchases   | FEB 2021 |
| 52.225-25    | Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications. | JUN 2020 |
| 52.226-1     | Utilization Of Indian Organizations And Indian-Owned Economic Enterprises   | JUN 2000 |
| 52.227-1     | Authorization and Consent   | JUN 2020 |
| 52.227-2     | Notice And Assistance Regarding Patent And Copyright Infringement   | JUN 2020 |
| 52.227-4     | Patent Indemnity-Construction Contracts   | DEC 2007 |
| 52.228-2     | Additional Bond Security  | OCT 1997 |
| 52.228-11    | Individual Surety--Pledge of Assets   | FEB 2021 |
| 52.228-12    | Prospective Subcontractor Requests for Bonds  | MAY 2014 |
| 52.228-13    | Alternative Payment Protections   | JUL 2000 |
| 52.228-15    | Performance and Payment Bonds--Construction   | JUN 2020 |
| 52.229-3     | Federal, State And Local Taxes  | FEB 2013 |
| 52.232-17    | Interest  | MAY 2014 |
| 52.232-39    | Unenforceability of Unauthorized Obligations  | JUN 2013 |
| 52.232-40    | Providing Accelerated Payments to Small Business Subcontractors   | DEC 2021 |
| 52.233-1     | Disputes  | MAY 2014 |
| 52.233-3     | Protest After Award   | AUG 1996 |
| 52.233-4     | Applicable Law for Breach of Contract Claim   | OCT 2004 |
| 52.246-12    | Inspection of Construction  | AUG 1996 |
| 52.246-21    | Warranty of Construction  | MAR 1994 |
| 52.249-10    | Default (Fixed-Price Construction)  | APR 1984 |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services  | JAN 2021 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders   | DEC 1991 |
| 252.222-7006 | Restrictions on the Use of Mandatory Arbitration Agreements   | DEC 2010 |
| 252.223-7008 | Prohibition of Hexavalent Chromium  | JUN 2013 |
| 252.225-7003 | Report of Intended Performance Outside the United States and Canada--Submission with Offer  | OCT 2020 |
| 252.225-7012 | Preference For Certain Domestic Commodities   | MAR 2022 |
| 252.225-7048 | Export-Controlled Items   | JUN 2013 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports   | DEC 2018 |
| 252.232-7004 | DOD Progress Payment Rates  | OCT 2014 |
| 252.232-7010 | Levies on Contract Payments   | DEC 2006 |
| 252.236-7000 | Modification Proposals-Price Breakdown  | DEC 1991 |
| 252.236-7001 | Contract Drawings, and Specifications   | AUG 2000 |
| 252.236-7002 | Obstruction of Navigable Waterways  | DEC 1991 |
| 252.244-7000 | Subcontracts for Commercial Items   | JAN 2021 |
| 252.247-7023 | Transportation of Supplies by Sea   | FEB 2019 |

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)

(a) Definitions. As used in this clause--

Covered article means any hardware, software, or service that--

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means--

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from--

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement.

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

#### 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

#### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$1,164** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

### 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within \_\_\_\_\_ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after [insert date].

(End of clause)

### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13

CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing

within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it  is, [ ] is not a small business concern under NAICS Code 237990 assigned to contract number W912EE22B0005.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION  
(MAY 2018)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate specified at 29 CFR 5.5(b)(2) per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37). In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS--SECONDARY SITE OF THE WORK (MAY 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018)

(a) Definition.—“Site of the work”—

(1) Means—

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements statute poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division  
U.S. Department of Labor  
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

#### 52.222-7 WITHHOLDING OF FUNDS (MAY 2014)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Construction Wage Rate Requirements statute prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

#### 52.222-8 PAYROLLS AND BASIC RECORDS (JUL 2021)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) (Construction Wage Rate Requirement statute)), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Construction Wage Rate Requirements, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph(a) of this clause, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division website at <https://www.dol.gov/agencies/whd/forms>. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make

such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.222-9 APPRENTICES AND TRAINEES (JUL 2005)

(a) Apprentices. (1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed--

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

### 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)

(a) Definition. Construction, alteration or repair, as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation--

- (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
- (2) Painting and decorating;
- (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
- (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of work" as defined in the FAR clause at 52.222-6, Construction Wage Rate Requirements of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of work" definition; and

(5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of work" definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the "site of the work" definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled--

- (1) Construction Wage Rate Requirements;
- (2) Contract Work Hours and Safety Standards--Overtime Compensation (if the clause is included in this contract);
- (3) Apprentices and Trainees;
- (4) Payrolls and Basic Records;
- (5) Compliance with Copeland Act Requirements;
- (6) Withholding of Funds;
- (7) Subcontracts (Labor Standards);
- (8) Contract Termination--Debarment;
- (9) Disputes Concerning Labor Standards;
- (10) Compliance with Construction Wage Rate Requirements and Related Regulations; and
- (11) Certification of Eligibility.

(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

52.222-12 CONTRACT TERMINATION--DEBARMENT (MAY 2014)

A breach of the contract clauses entitled Construction Wage Rate Requirements, Contract Work Hours and Safety Standards--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Construction Wage Rate Requirements and Related Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)

All rulings and interpretations of the Construction Wage Rate Requirements and related statutes contained in 29 CFR parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

##### 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

##### 52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014)

(a) By entering into this contract, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

##### 52.222-26 EQUAL OPPORTUNITY (SEPT 2016)

(a) Definitions. As used in this clause--

Compensation means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

Compensation information means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

Essential job functions means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if--

- (1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or
- (2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (5)(i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by--
- (A) Incorporation into existing employee manuals or handbooks; and
- (B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
- (11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR part 60-1.

(End of clause)

#### 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is--

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
  - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
  - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--
- (i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
  - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
  - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--
- (i) Enrollment in the E-Verify program; or
  - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.
  - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the

suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <https://www.e-Verify.gov>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for—

(i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

(End of clause)

#### 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (NOV 2021)

(a) Definitions. As used in this clause--

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both--

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if--

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

\_\_\_ [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

| Construction material description | Unit of measure | Quantity | Price (dollars) \*\ |
|-----------------------------------|-----------------|----------|---------------------|
| Item 1:                           |                 |          |                     |
| Foreign construction material.... | .....           | .....    | .....               |
| Domestic construction material... | .....           | .....    | .....               |
| Item 2:                           |                 |          |                     |
| Foreign construction material.... | .....           | .....    | .....               |
| Domestic construction material... | .....           | .....    | .....               |

[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

(End of clause)

52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American --Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

#### 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

#### 52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the

offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to 40 U.S.C. chapter 31, subchapter III, Bonds, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d)(1) Only federally insured financial institutions rated investment grade by a commercial rating service shall issue or confirm the ILC.

(2) Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.

(3) The Offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institutions have the required credit rating as of the date of issuance of the ILC.

(4) The current rating for a financial institution is available through any of the following rating services registered with the U.S. Securities and Exchange Commission (SEC) as a Nationally Recognized Statistical Rating Organization (NRSRO). NRSRO's can be located at the Web site <http://www.sec.gov/answers/nrsro.htm> maintained by the SEC.

(e) The following format shall be used by the issuing financial institution to create an ILC:

\_\_\_\_\_  
[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date \_ \_ \_\_\_\_

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_

Account party's name \_\_\_\_ \_

Account party's address \_\_\_\_ \_

For Solicitation No. \_\_\_\_ \_ (for reference only)

TO: [ \_\_\_\_ U.S. Government agency]

[ \_\_\_ U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ \_\_\_\_ . This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [ \_\_\_ issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on \_\_\_\_ , or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. \_\_\_\_ -- (Insert version in effect at the time of ILC issuance, e.g., ``Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of \_\_\_\_ --[State of confirming financial institution, if any, otherwise State of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_\_

[ \_\_\_ Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

\_\_\_\_ [Confirming Financial Institution's Letterhead or Name and Address]

(Date) \_\_\_\_

Our Letter of Credit Advice Number \_\_\_\_

Beneficiary: \_\_\_\_ [U.S. Government agency]

Issuing Financial Institution: \_\_\_\_

Issuing Financial Institution's LC No.: \_\_\_\_

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by \_\_\_ [name of issuing financial institution] for drawings of up to United States dollars \_\_\_ /U.S. \$ \_\_\_ and expiring with our close of business on \_\_\_ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at \_\_\_ .

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. \_\_\_ -- (Insert version in effect at the time of ILC issuance, e.g., "Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of \_\_\_ --[State of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

\_\_\_  
[City, State]

(Date) \_\_\_

[Name and address of financial institution]

Pay to the order of \_\_\_ [Beneficiary Agency] \_\_\_ the sum of United States \_\_\_ This draft is drawn under Irrevocable Letter of Credit No. \_\_\_

\_\_\_ [Beneficiary Agency]

By: \_\_\_

(End of clause)

## 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

- (a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.
- (b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.
- (1) The Contractor's request for progress payments shall include the following substantiation:
- (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
  - (ii) A listing of the amount included for work performed by each subcontractor under the contract.
  - (iii) A listing of the total amount of each subcontract under the contract.
  - (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
  - (v) Additional supporting data in a form and detail required by the Contracting Officer.
- (2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--
- (i) Consideration is specifically authorized by this contract; and
  - (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
- (c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

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) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

---

(Name)

---

(Title)

---

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 6305).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

#### 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

#### 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the

terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports—

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a “second-tier subcontractor”) a written notice in accordance with 40 U.S.C. 3133, asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

- (1) The amount to be withheld;
- (2) The specific causes for the withholding under the terms of the subcontract; and
- (3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not

permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

(End of Clause)

#### 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

- (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or
- (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

#### 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

- (1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by . . . . . [insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].

(b) Weather conditions . . . . . (insert a summary of weather records and warnings).

(c) Transportation facilities . . . . . (insert a summary of transportation facilities providing access from the site, including information about their availability and limitations.

(d) . . . . . (insert other pertinent information).

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the

Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

#### 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

#### 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

#### 52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

#### 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

#### 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

#### 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the

loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

#### 52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

#### 52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

#### 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). 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. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

#### 52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

#### 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

#### 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified

and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

#### 52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

#### 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

#### 52.243-4 CHANGES (JUN 2007)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished property or services; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/>

(End of clause)

## 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

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(End of clause)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **Defense Acquisition Regulation** (48 CFR **Chapter 1**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

## 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

## 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)

(a) Definitions. As used in this clause--

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered defense information means unclassified controlled technical information or other information (as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>) that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

(b) Restrictions. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party's reporting of a cyber incident pursuant to DFARS clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government's activities related to clause 252.204-7012, and shall not be used for any other purpose.

- (2) The Contractor shall protect the information against unauthorized release or disclosure.
- (3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.
- (4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.
- (5) A breach of these obligations or restrictions may subject the Contractor to--
- (i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and
- (ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.
- (c) Subcontracts. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(End of clause)

#### 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)

(a) Definitions. As used in this clause--

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description,

facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.
- (j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.
- (k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.
- (l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.
- (m) Subcontracts. The Contractor shall--
- (1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and
- (2) Require subcontractors to--
- (i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and
- (ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

#### 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (MAR 2022)

(a) Definitions.

Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that-

(1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);

(2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and

(3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that--

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review;

(iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and

(iv) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by the Government that--

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review; and

(iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "Medium" in the resulting score.

(b) Applicability. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, if necessary.

(d) Procedures. Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

| System security plan | CAGE codes supported by this plan | Brief description of the plan architecture | Date of assessment | Total score | Date score of 110 will be achieved |
|----------------------|-----------------------------------|--|--------------------|-------------|------------------------------------|
|                      |                                   |  |                    |             |                                    |
|                      |                                   |  |                    |             |                                    |
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|                      |                                   |  |                    |             |                                    |

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) Rebuttals. (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf)).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) Accessibility.

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

#### 252.204-7021 CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENT (NOV 2020)

(a) Scope. The Cybersecurity Maturity Model Certification (CMMC) CMMC is a framework that measures a contractor's cybersecurity maturity to include the implementation of cybersecurity practices and institutionalization of processes (see <https://www.acq.osd.mil/cmmc/index.html>).

(b) Requirements. The Contractor shall have a current (i.e. not older than 3 years) CMMC certificate at the CMMC level required by this contract and maintain the CMMC certificate at the required level for the duration of the contract.

(c) Subcontracts. The Contractor shall--

(1) Insert the substance of this clause, including this paragraph (c), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items, excluding commercially available off-the-shelf items; and

(2) Prior to awarding to a subcontractor, ensure that the subcontractor has a current (i.e., not older than 3 years) CMMC certificate at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor.

(End of clause)

#### 252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) **Sixty** percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining **forty** percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

#### 252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012)

(a) Definitions. As used in this clause--

(1) Acceptable accounting system means a system that complies with the system criteria in paragraph (c) of this clause to provide reasonable assurance that--

(i) Applicable laws and regulations are complied with;

(ii) The accounting system and cost data are reliable;

(iii) Risk of misallocations and mischarges are minimized; and

(iv) Contract allocations and charges are consistent with billing procedures.

(2) Accounting system means the Contractor's system or systems for accounting methods, procedures, and controls established to gather, record, classify, analyze, summarize, interpret, and present accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management decisions, and may include subsystems for specific areas such as indirect and other direct costs, compensation, billing, labor, and general information technology.

(3) Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) General. The Contractor shall establish and maintain an acceptable accounting system. Failure to maintain an acceptable accounting system, as defined in this clause, shall result in the withholding of payments if the contract includes the clause at 252.242-7005, Contractor Business Systems, and also may result in disapproval of the system.

(c) System criteria. The Contractor's accounting system shall provide for--

(1) A sound internal control environment, accounting framework, and organizational structure;

(2) Proper segregation of direct costs from indirect costs;

(3) Identification and accumulation of direct costs by contract;

(4) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;

(5) Accumulation of costs under general ledger control;

(6) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;

(7) Approval and documentation of adjusting entries;

(8) Management reviews or internal audits of the system to ensure compliance with the Contractor's established policies, procedures, and accounting practices;

(9) A timekeeping system that identifies employees' labor by intermediate or final cost objectives;

(10) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;

- (11) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;
  - (12) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of Federal Acquisition Regulation (FAR) part 31, Contract Cost Principles and Procedures, and other contract provisions;
  - (13) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;
  - (14) Segregation of preproduction costs from production costs, as applicable;
  - (15) Cost accounting information, as required--
    - (i) By contract clauses concerning limitation of cost (FAR 52.232-20), limitation of funds (FAR 52.232-22), or allowable cost and payment (FAR 52.216-7); and
    - (ii) To readily calculate indirect cost rates from the books of accounts;
  - (16) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;
  - (17) Adequate, reliable data for use in pricing follow-on acquisitions; and
  - (18) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.
- (d) Significant deficiencies.
- (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
  - (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's accounting system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.
  - (3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning--
    - (i) Remaining significant deficiencies;
    - (ii) The adequacy of any proposed or completed corrective action; and
    - (iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.
  - (e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
  - (f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's accounting system, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

(End of clause)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

-----  
(Official's Name)

-----  
(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Certified cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.



|  |                           |
|--|---------------------------|
|  | hours spent performing on |
|  | that contract in 2022.    |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/07/2022       |
| 1                   | 01/14/2022       |
| 2                   | 02/18/2022       |
| 3                   | 02/25/2022       |
| 4                   | 03/18/2022       |

ELEC0130-007 12/06/2021

ASSUMPTION AND ST. MARY (Northeast of Atchafalaya River) PARISHES

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 32.25 | 13.75   |

-----  
ELEC0194-006 09/06/2021

BIENVILLE, CLAIBORNE, DE SOTO, NATCHITOCHEs (Northeast of the Red River), and RED RIVER PARISHES

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 30.25 | 13.81   |

-----  
\* ELEC0446-004 03/01/2022

CALDWELL, EAST CARROLL, FRANKLIN, JACKSON, LINCOLN, MADISON, MOREHOUSE, RICHLAND, TENSAS, UNION, and WEST CARROLL PARISHES

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 26.03 | 14.73   |

-----  
ELEC0576-002 09/01/2021

AVOYELLES, CATAHOULA, CONCORDIA, EVANGELINE, GRANT, LA SALLE,

NATCHITOCHE (Southwest of Red River), SABINE, VERNON, AND WINN PARISHES

|                         | Rates    | Fringes    |
|-------------------------|----------|------------|
| ELECTRICIAN.....        | \$ 25.70 | 4.25%+9.00 |
| -----                   |          |            |
| ELEC0861-004 09/01/2021 |          |            |

ALLEN, BEAUREGARD, CAMERON, IBERIA, JEFFERSON DAVIS, ST. MARY (Southwest of Atchafalaya River), AND VERMILION PARISHES

|                         | Rates    | Fringes     |
|-------------------------|----------|-------------|
| ELECTRICIAN.....        | \$ 29.03 | 4.34%+12.75 |
| -----                   |          |             |
| ELEC0995-002 01/01/2022 |          |             |

EAST FELICIANA, IBERVILLE, POINTE COUPEE, ST. HELENA, AND WEST FELICIANA PARISHES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| ELECTRICIAN.....        | \$ 26.64 | 12.30   |
| -----                   |          |         |
| ELEC1077-005 12/06/2021 |          |         |

TANGIPAHOA and WASHINGTON PARISHES

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| ELECTRICIAN.....          | \$ 26.39 | 3%+9.42 |
| -----                     |          |         |
| * SULA2004-008 05/19/2004 |          |         |

|   | Rates       | Fringes |
|---|-------------|---------|
| CARPENTER (including formsetting/formbuilding)..... | \$ 14.75 ** | 0.00    |
| Laborers:   |             |         |
| Common.....   | \$ 7.60 **  | 0.00    |
| Pipelayer.....                                      | \$ 8.47 **  | 0.00    |
| PIPEFITTER (excluding pipelaying).....              | \$ 18.75    | 4.05    |
| Power equipment operators:                          |             |         |
| Backhoe/Excavator.....                              | \$ 11.67 ** | 0.00    |
| Boring Machine.....                                 | \$ 10.25 ** | 0.00    |
| Bulldozer.....                                      | \$ 11.82 ** | 0.00    |
| Crane.....  | \$ 13.60 ** | 0.00    |
| Dragline.....                                       | \$ 13.12 ** | 0.00    |

|                         |             |      |
|-------------------------|-------------|------|
| Front End Loader.....   | \$ 9.93 **  | 0.00 |
| Mechanic.....           | \$ 12.50 ** | 0.00 |
| Trackhoe.....           | \$ 11.99 ** | 0.00 |
| Tractor.....            | \$ 10.43 ** | 0.00 |
| Water Well Driller..... | \$ 10.73 ** | 2.01 |

Truck drivers:

|            |             |      |
|------------|-------------|------|
| Dump.....  | \$ 10.00 ** | 0.00 |
| Water..... | \$ 8.00 **  | 0.00 |

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
=====

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----  
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

Equal Opportunity for Veterans - UAI 5122.1302-100 Scope of Subpart

**Veterans Employment Emphasis for U.S. Army Corps of Engineers Contracts**

In addition to complying with the requirements outlined in FAR Part 22.13, FAR Provision 52.222-38, FAR Clause 52.222-35, FAR Clause 52.222-37, DFARS 222.13 and Department of Labor regulations, U.S. Army Corps of Engineers (USACE) contractors and subcontractors at all tiers are encouraged to promote the training and employment of U.S. veterans while performing under a USACE contract. While no set-aside, evaluation preference, or incentive applies to the solicitation or performance under the resultant contract, USACE contractors are encouraged to seek out highly qualified veterans to perform services under this contract. The following resources are available to assist USACE contractors in their outreach efforts:

- U.S. Department of Labor Veterans' Employment and Training Service (VETS):  
**<https://www.dol.gov/vets/>**
- Federal Veteran Employment Information: **<https://www.fedshirevets.gov/>**
- Veterans Opportunity to Work (VOW) Program:  
**<https://www.benefits.va.gov/vow/>**
- U.S. Army Warrior Transition Command Employment Index:  
**<https://wct.army.mil/modules/employers/index.html>**
- Hiring Our Heroes: **<https://www.uschamberfoundation.org/hiring-our-heroes>**

(End of special contract requirement)

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DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 80 00.00 09

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-- End of Section Table of Contents --

## SECTION 00 80 00.00 09

## SPECIAL CONTRACT REQUIREMENTS

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this section to the extent referenced. The publications are referred to within the text by the basic designation only.

## U.S. ARMY CORPS OF ENGINEERS (USACE)

EP-1110-1-8 (2009) Construction Equipment Ownership  
and Operating Expense Schedule

## 1.2 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 233 calendar days after the date the Contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises. (FAR 52.211-10)

The notice to proceed with construction will be issued after receipt and Government verification of the required performance and payment bonds. The contract also requires submission of various pre-work plans and Government approval of those plans as well as various preconstruction meetings prior to commencement of physical work at the site. Notice to proceed will be delayed to allow time for completion of adjacent river work at Site 5; however, it will be given no later than 01 September 2022.

## 1.3 LIQUIDATED DAMAGES-CONSTRUCTION

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,164 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause. (FAR 52.211-12)

## 1.4 EXCEPTION TO LIQUIDATED DAMAGES

Since the Contractor's obligations specified in Section 32 92 00.00 09 EXISTING TURF MAINTENANCE AND NEW TURF ESTABLISHMENT may extend beyond the completion time specified in paragraph COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK, these periods and the additional work, if required, will be exempt from liquidated damages provided all other work has been completed.

## 1.5 CONTRACT DRAWINGS AND SPECIFICATIONS

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall --

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general --

- (1) Large-scale drawings shall govern small scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the INDEX TO DRAWINGS shown on Drawing No.G-001 entitled COVER SHEET.

(DFARS 252.236-7001)

## 1.6 CORRESPONDENCE AND ELECTRONIC COMMUNICATION

For ease and speed of communications, both the Government and Contractor shall exchange correspondence and all other documents duplicate in both hard paper copy and electronic format. Inclusion of an electronic copy is in addition to any other parts of the contract that may specify a minimum number of hard copies to be submitted, such as for shop drawing transmittals. Electronic submission can be accomplished by one of the following methods: email, file upload to the following DoD Safe website <https://safe.apps.mil/>, or through the Resident Management System - Contractor Mode (RMS-CM) software interface with the Resident Management System (RMS). Format for electronic submissions will be in portable document format (.pdf). File naming will be determined by the Contracting Officer and presented at the Preconstruction Conference. Documents include all general correspondence, administrative plans, all material submittals including shop drawings, progress schedules, submittal

registers, requests for information (RFIs), Quality Control (QC) test results, pay requests, etc. Paper documents will govern, in the event of discrepancy with the electronic version. Generally, paper documents will also govern where effective receipt dates are required, such as contractor claims submitted under the Disputes clause of the contract and progress payment requests. However in the case of administrative plans, shop drawings and other submittals transmitted for government review, both the electronic and hard copies are required to begin the review process, so the effective date of receipt will be the date when both the electronic and hard copies are received by the government.

#### 1.7 (S-102) CONTRACTOR SUPPLY AND USE OF ELECTRONIC SOFTWARE FOR PROCESSING DAVIS-BACON ACT CERTIFIED LABOR PAYROLLS

The contractor is encouraged to use a commercially-available electronic system to process and submit certified payrolls electronically to the Government. The requirements for preparing, processing and providing certified labor payrolls are established by the Davis-Bacon Act as stated in FAR 52.222-8, PAYROLLS AND BASIC RECORDS and FAR 52.222-13, COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS.

If the contractor elects to use an electronic Davis-Bacon payroll processing system, then the contractor shall be responsible for obtaining and providing for all access, licenses, and other services required to provide for receipt, processing, certifying, electronically transmitting to the Government, and storing weekly payrolls and other data required for the contractor to comply with Davis-Bacon and related Act regulations. When the contractor uses an electronic Davis-Bacon payroll system, the electronic payroll service shall be used by the contractor to prepare, process, and maintain the relevant payrolls and basic records during all work under this construction contract and electronic payroll service shall be capable of preserving these payrolls and related basic records for the required 3 years after contract completion. If the contractor chooses to use an electronic Davis-Bacon payroll system, then the contractor shall obtain and provide electronic system access to the Government, as required to comply with the Davis-Bacon and related Act regulations over the duration of this construction contract. The access shall include electronic review access by the Government contract administration office to the electronic payroll processing system used by the contractor.

The contractor's provision and use of an electronic payroll processing system shall meet the following basic functional criteria: commercially available; compliant with appropriate Davis Bacon Act payroll provisions in the FAR; able to accommodate the required numbers of employees and subcontractors planned to be employed under the contract; capable of producing an Excel spreadsheet-compatible electronic output of weekly payroll records (format at <http://rmssupport.helpserve.com/>) for export in an Excel spreadsheet to be imported into the Contractor's Resident Management System - Contractor Mode (RMS-CM), that in turn shall export payroll data to the Government's Resident Management System (RMS); demonstrated security of data and data entry rights; ability to produce contractor-certified electronic versions of weekly payroll data; ability to identify erroneous entries and track the data/time of all versions of the certified Davis Bacon payrolls submitted to the government over the life of the contract; capable of generating a durable record copy, that is, a CD or DVD and PDF file record of data from the system database at end of the contract closeout. This durable record copy of data from the electronic Davis-Bacon payroll processing system shall be provided to the Government during contract closeout.

All contractor-incurred costs related to the contractor's provision and use of an electronic payroll processing service shall be included in the contractor's price for the overall work under the contract. The costs for Davis-Bacon Act compliance using electronic payroll processing services shall not be a separately bid/proposed or reimbursed item under this contract.

FAR 52.222-8 and FAR 52.222-13

#### 1.8 WORK TO BE PERFORMED BY CONTRACTOR'S OWN ORGANIZATION

Within 10 days after award, the successful Bidder/Contractor must furnish the Contracting Officer a description of the items of work which will be performed with its own forces and the estimated cost of those items. (See Contract Clause NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE.)

#### 1.9 PHYSICAL DATA

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by surveys and borings.

(b) Weather Conditions. Information with respect to temperatures and precipitation may be obtained from the National Weather Service.

(c) Transportation Facilities.

(1) Roads. U.S. Highway No. 165, and local roads serve the general area.

(2) Railroads. The Contractor is responsible for determining the availability of railroad service.

(d) Floods.

(1) High water stages or events are not to be considered a "flood," and damages resulting therefrom are not compensable under Section 01 00 00.00 09 GENERAL CONTRACT REQUIREMENTS, paragraph DAMAGE TO WORK unless river or stream stages exceed channel capacity and overtop the natural or artificial banks. High water stages and/or high water events at stages below ordinary top bank of a river or stream are not floods, even if such water reaches the project. For example, water flowing through or over low points in the river or stream bank, such as drains, are not floods.

(e) Additional Data. Additional data consisting of additional cross sections, records of borings, and boring samples are available for inspection at:

U.S. Army Engineer District, Vicksburg  
4155 Clay Street

Vicksburg, Mississippi 39183-3435

(FAR 52.236-4)

1.10 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) Sixty percent of the lump sum price upon completion of the Contractor's mobilization at the work site.

(2) The remaining forty percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in subparagraphs (a)(1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of--

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

(DFARS 252.236-7004)

1.11 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

(a) This special contract requirement does not apply to terminations. See 52.249-500, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the Contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region III. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be

developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36, Rental Costs. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the SAT, the contracting officer shall request the Contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(USACE Acquisition Instruction ("UAI") 31.105-101)

NOTE: EP-1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule" is available on the Internet at <http://www.publications.usace.army.mil/USACEPublications/EngineerPamphlets.aspx>, then search for EP 1110-1-8, then click on the link and then choose EP\_1110-1-8\_Vol-03.pdf or may be purchased from the Government Printing Office on CD-ROM by calling (202) 512-1800.

#### 1.12 OBSTRUCTION OF NAVIGABLE WATERWAYS

(a) The Contractor shall-

- (1) Promptly recover and remove any material, plant, machinery, or appliance which the Contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;
- (2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and
- (3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

(b) The Contracting Officer may--

- (1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of this clause; and
- (2) Deduct the cost of removal from any monies due or to become due to the Contractor; or
- (3) Recover the cost of removal under the Contractor's bond.

(c) The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in Sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et. seq). (DFARS 52.236-7002)

## 1.13 OPSEC TRAINING

All new Contractor employees will complete Level I OPSEC Training within 30 calendar days of their reporting for duty. Additionally, all Contractor employees must complete annual OPSEC awareness training. The Contractor shall submit certificates of completion for each affected Contractor and subcontractor employee, to the COR or to the Contracting Officer (if a COR is not assigned), within 5 calendar days after completion of training. OPSEC awareness training is available at the following websites:

<https://www.iad.gov/iOSS/> or

<http://www.cdse.edu/catalog/operations-security.html> ; or, it can be provided by the Requiring Agency OPSEC Officer in presentation form which will be documented via memorandum.

## 1.14 PRE-SCREEN CANDIDATES USING E-VERIFY PROGRAM

The Contractor must pre-screen Candidates using the E-verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, with the designated Government representative. This Form will be provided to the Contracting Officer and shall become part of the official contract file.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

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PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

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## SECTION 01 00 00.00 09

## GENERAL CONTRACT REQUIREMENTS

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2014) Safety and Health Requirements Manual

## U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

19 CFR 24.24 Harbor Maintenance Fee

## 1.2 PARTNERING

The Government encourages formation of informal project partnerships on all projects. A project partnership strives to utilize a cooperative working relationship to jointly establish and effectively reach mutual project execution goals. The partnering process will in no way relax or stiffen the requirements of the contract, but will enhance the likelihood of success through improved working relationships. The possibility of an informal partnership may be discussed at the Pre-construction Conference for this project. The Government encourages formation of informal project partnerships on all projects. A project partnership strives to utilize a cooperative working relationship to jointly establish and effectively reach mutual project execution goals. The partnering process will in no way relax or stiffen the requirements of the contract, but will enhance the likelihood of success through improved working relationships and joint risk management. The possibility of an informal partnership may be discussed at the Pre-construction Conference for this project.

## 1.3 RIGHTS-OF-WAY

a. The rights-of-way for Contractor performance under this contract, within the limits indicated on the drawings, will be provided by the Government without cost to the Contractor. It is the Contractor's responsibility to carefully review and determine the scope of the rights-of-way. Any questions should be clarified with the Government prior to use. If these rights-of-way are used by the Contractor, he shall, at his own expense, do all work necessary to make such rights-of-way suitable for safe travel to and from the worksite. Upon completion of the Contractor's work, any such rights-of-way furnished by the Government shall be left in a condition satisfactory to the Contracting Officer.

b. When so directed by the Contracting Officer, the Contractor shall, without expense to the Government, promptly vacate and clean up any part of the Government grounds or rights-of-way that have been

allotted to or have been in use by the Contractor.

c. The Contractor shall not obstruct any existing roads or any other means of existing ingress or egress on lands controlled by the United States except with written permission of the Contracting Officer and shall maintain such roads and other means of ingress or egress in as good condition as exists at the time of commencement of work performance under this contract.

d. The Contractor shall procure, without expense to the Government, all additional lands, access roads, rights-of-way, and any other property rights necessary for his use in the performance of the work or as required by his method of operation. The Contractor shall provide the Contracting Officer with an authenticated copy of the conveyance under which the Contractor acquired such property rights, prepared and executed in accordance with the laws of the State in which the land is located. The Contractor shall also obtain from the property owners and present to the Contracting Officer a release of all claims against the Government which may result from the Contractor's use or possession of such real estate or property rights. The written conveyance and release shall be provided to the Contracting Officer prior to the Contractor's use of Contractor obtained real estate or property rights. If temporary rights-of-way are obtained by the Contractor the period of time for those rights shall coincide with Section 00 80 00.00 09 SPECIAL CONTRACT REQUIREMENTS, paragraph COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK, plus a reasonable time for any extension granted for the completion of the work. Any agreements or permits with levee boards, counties, parishes, municipalities, or other political subdivisions for moving material and equipment will be the responsibility of the Contractor and shall be obtained at no expense to the Government. Any delays to the Contractor resulting from delays in procuring access roads, rights-of-way, permits, or other real estate and property rights necessary for moving material and equipment for his work under this contract will not be a basis for any claim for increase in the cost of this contract. The Contractor shall make his own investigations to determine the conditions, restrictions and difficulties which may be encountered in acquiring such real estate, rights-of-way, or other property rights and in the transportation of material and equipment. In addition, the Contractor shall be solely liable for any and all damages and claims of any nature whatsoever arising from, related to, or growing out of the acquisition and use of this real estate, rights-of-way, property rights, etc.

e. Notwithstanding any language or drawings to the contrary in this contract, the United States will not provide access or rights-of-way over any public lands and will not be responsible for acquiring such.

f. The Contractor shall repair at no expense to the Government, any and all damage to any existing roads or other means of existing ingress or egress when such damage is a result of his operations under this contract.

#### 1.4 LAYOUT AND MARKING OF RIGHTS-OF-WAY

The Contractor shall layout and mark the rights-of-way limits as indicated on the drawings prior to beginning any other work, unless otherwise approved. The marking shall be placed at intervals approved by the Contracting Officer. The rights-of-way limits shall be marked by stakes,

flagging or other approved means. The marking shall be highly visible from a distance of at least 100 feet, and shall be maintained for the duration of the contract. If the rights-of-way marking should fade significantly in color, become damaged or lost as a result of the Contractor's operation or as a result of vandalism, or in any other way cease to function as a highly visible marker of the rights-of-way limits, the Contractor shall layout and restore the marking to the original condition. After all work is complete and upon approval of the Contracting Officer, the Contractor shall remove all marking. No separate payment will be made for layout, marking and maintaining the rights-of-way limits or for removing the marking.

#### 1.5 PRECONSTRUCTION CONFERENCE

a. A preconstruction conference will be arranged by the Area Engineer as soon after contract award as possible, and the conference will be conducted before work is allowed to commence. The Area Engineer will notify the Contractor of the time, date, and location for the meeting. At this conference, the Contractor will be oriented with respect to contract administration procedures, lines of authority, opportunity for formation of project partnerships including joint risk management, and construction matters. All known subcontractors performing at least 20 percent of the contract are required to attend this conference. Additional conferences may be established by the Area Engineer for any major subcontractors unknown at the time of the initial conference. A preconstruction conference will be arranged by the Area Engineer as soon after contract award as possible, and the conference will be conducted before work is allowed to commence. The Area Engineer will notify the Contractor of the time, date, and location for the meeting. At this conference, the Contractor will be oriented with respect to contract administration procedures, lines of authority, opportunity for formation of project partnerships including joint risk management, and construction matters. All known subcontractors performing at least 20 percent of the contract are required to attend this conference. Additional conferences may be established by the Area Engineer for any major subcontractors unknown at the time of the initial conference.

b. Submission by the Contractor of the items listed below will determine the date of the conference. The following items shall be submitted to the Area Engineer in hard copy and electronic (pdf) format for review at least seven (7) calendar days prior to the preconstruction conference:

- (1) Accident Prevention Plan
- (2) Quality Control Plan
- (3) Environmental Protection Plan
- (4) Six copies of the certified Large Construction Notice of Intent (LCNOI) for each site
- (5) Submittal register
- (6) Progress chart

c. The Contractor shall bring to this conference, in completed form, the following:

- (1) Letter of superintendent appointment and authority
- (2) List of subcontractors
- (3) Letter of Safety Officer appointment and authority

d. Minutes of this conference will be taken and prepared by the Area Engineer and sent to the Contractor for his concurrence and signature.

#### 1.6 SUBMITTAL OF SUBCONTRACTING PLAN

- a. This paragraph does not apply to small business concerns.
- b. After bid opening, and within 7 days, the apparent low bidder, upon telephone notification by the Small and Disadvantaged Business Utilization Specialist, shall submit a Small and Disadvantaged Business Subcontracting Plan. The plan shall be submitted in accordance with the Contract Clauses SMALL BUSINESS SUBCONTRACTING PLAN - ALTERNATE I. The person responsible for administering the plan shall be named in paragraph AGENT FOR SUBMITTING SMALL BUSINESS SUBCONTRACTING PLAN of the Representations and Certifications.

#### 1.7 NOTIFICATION OF AREA ENGINEER BEFORE BEGINNING WORK

At least 7 days before beginning work, and at least one day before resuming work after a period of 7 days or more when no work has been performed, the Contractor shall notify U.S. Army Corps of Engineers, Mr. Robin Blake, Chief, Vidalia Area Office, 100 Advocate Row, Vidalia, Louisiana 71373-3032, telephone (318) 336-5226.

#### 1.8 ORDER OF WORK

The work shall be carried on in accordance with the Progress Chart (schedule) required by paragraph (a) of the Contract Clause SCHEDULES FOR CONSTRUCTION CONTRACTS. In preparing the Progress Chart (schedule), the Contractor shall adhere to the following order of work for each site:

- a. All debris removal, tree removal, clearing, snagging and grubbing shall begin first.
- b. All construction shall begin at the upstream end of the job and proceed to the downstream end unless otherwise directed by the Contracting Officer. The Contractor shall maintain the interim grade shown on the drawings during construction. Bank stabilization work is anticipated to be complete at site 5 and site 6 prior to levee setback construction. Levee setback work shall begin at Site 5, then proceed to Site 6, then proceed to Site 1.
- c. Excavation of inspection trench.
- d. Excavation of existing levee embankment material.
- e. Construction of the Levee Setback.
- f. Existing turf maintenance and new turf establishment shall follow, as closest as practicable, completion of all other work in the area to receive erosion control.

g. Restoration of worksite and haul roads.

#### 1.9 PROGRESS CHART

The progress chart required by provisions of paragraph (a) of the Contract Clause SCHEDULES FOR CONSTRUCTION CONTRACTS shall be prepared on ENG FORM 2454, copies of which will be furnished to the Contractor by the Government. Three (3) copies of the schedule will be required. The Progress Chart shall be periodically updated.

#### 1.10 DESIGNATED BILLING OFFICE

The designated billing office for this contract shall be U.S. Army Corps of Engineers, Vidalia Area Office, 100 Advocate Row, Vidalia, Louisiana 71373-3032.

#### 1.11 PAYMENT INVOICES

a. The Federal Acquisition Regulation requires that the "REMIT TO" address on the invoice match the "REMIT TO" address on the contract or a proper notice of assignment. The Payment Office will verify a match of the "REMIT TO" address in the contract and Contractor's invoice prior to payment. If the addresses do not match, the invoice will be determined improper and returned to the Contractor for correction and resubmission. If an invoice is improperly returned, the original invoice receipt date shall be used as the basis for determining interest to be paid in accordance with the PROMPT PAYMENT ACT.

b. Among other things, the Contract Clause PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS requires that a proper invoice for payment include substantiation of the amounts requested. As required in Office of Management and Budget, 5 CFR Part 1315, September 29, 1999, PROMPT PAYMENT, substantiation of the amount requested for progress payments under construction contracts includes the following:

(1) An itemization of the amounts requested related to the various elements of work required by the contract covered by the payment request;

(2) A listing of the amount included for work performed by each subcontractor under the contract;

(3) A listing of the total amount of each subcontract under the contract;

(4) A listing of the amounts previously paid to each such subcontractor under the contract; and,

(5) Additional supporting data in a form and detail required by the Contracting Officer.

c. Failure to include the above information in a Contractor's invoice will result in the invoice being considered defective under the provisions of the PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS clause of the contract, and it will be returned to the Contractor for correction and resubmission.

## 1.12 AS-BUILT DRAWINGS

This paragraph supplements the Contract Clause SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.

a. As-Built Contract Drawings. The Contractor shall maintain two (2) full-size sets of blue-line prints of the contract drawings depicting in red a record of as-built conditions. These drawings shall be maintained in current condition at all times during the entire contract period. The blue-line drawings shall be updated daily by the Contractor showing all changes from the contract plans which are made in the work, additional information which might be uncovered in the course of construction, and information for future construction reference (such as debris disposed by burying). For levee and berm construction, the riverside toe of completed levee and berm sections shall be plotted on profiles of construction drawings. Levee and berm toe profiles shall depict elevations of newly constructed slope intersection with natural ground and depressions, which extend the toe line between routine section surveys. This information shall be recorded on the blue-line prints accurately and neatly by means of details and notes. Each month, prior to submitting a request for progress payment, the Contractor shall review the blue-line as-built drawings with the Contracting Officer, and the Contractor shall certify that the as-built drawings are accurate and up-to-date before progress payment is made. The Contractor shall deliver to the Contracting Officer the two (2) original full-size completed sets of as-built marked blue-line prints at the time of the final inspection of the project. In addition, the Contractor shall provide two CD-ROM's, each containing a full-size, 400 dpi PDF (portable document format) set of as-built drawings, to the Contracting Officer at the time of final inspection. The as-built drawings shall be identified by entering the words "AS-BUILT DRAWINGS" in letters at least 3/16-inch high, placed in the lower right corner of each drawing.

b. No separate measurement or payment will be made for providing as-built drawings, as-built shop drawings, electronic drawings and plates, or for any of the work required by this clause, and all costs therefor shall be included in the applicable contract prices contained in the Bidding Schedule.

## 1.13 PROJECT SIGN

The Contractor shall fabricate, erect and maintain one sign for project identification. The sign shall be displayed and positioned for reading by passing viewers. The exact location is subject to Contracting Officer's approval. Information for the right side of the project sign shall be as follows:

Project Title:           OUACHITA & CALDWELL PARISHES  
                               P.L. 84-99 EMERGENCY LEVEE SETBACK  
                               RM 159-108, SITES 1, 5, & 6  
                               OUACHITA RIVER BASIN

Contract No:   W912EE-21-C-0XXX

Contractor:   (Contractor's name and city)

The project identification sign shall meet the requirements specified in

the U.S. Army Corps of Engineers Sign (USACES) Standards Manual, EP 310-1-6a and EP 310-1-6b. A copy of the sign standards manual is available for review at the office of the Vicksburg District Sign Program Manager and questions concerning manufacture and installation of the project identification sign may be addressed to:

Vicksburg District Sign Program Manager (Aaron Posner)  
 ATTN: CEMVK-OD-MN  
 4155 Clay Street  
 Vicksburg, MS 39183-3435  
 Telephone: (601) 631-5287

#### 1.14 MINIMUM REQUIRED INSURANCE

The following paragraph is applicable if the services involved are performed on a Government Installation. Government Installation is defined as property where the Government holds by fee simple title, by construction rights-of-way, or perpetual easement, etc., an interest in real property. See the Contract Clause INSURANCE-WORK ON A GOVERNMENT INSTALLATION.

a. Workmen's Compensation and Employer's Liability Insurance. The Contractor shall comply with all applicable workmen's compensation Statutes of the State of Louisiana and shall furnish evidence of Employer's Liability Insurance in an amount of not less than \$100,000.

b. General Liability Insurance. Bodily injury liability insurance in the minimum limits of \$500,000 per occurrence on the comprehensive form of policy.

c. Automobile Liability Insurance. Minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. This insurance shall be on the comprehensive form of policy and shall cover the operation of all automobiles used in performance of the contract.

d. Marine Insurance. Hull policy must be endorsed for towers liability (tow and cargo) and the amount of the policy must be supplemented by excess towers' liability in the minimum amount of \$1,000,000, and also by excess protection and indemnity insurance in an amount not less than \$1,000,000. All policies must be endorsed for navigation limits applicable to this contract. The United States Corps of Engineers, Vicksburg District, must be named as an additional insured on all policies, and the policies shall contain an endorsement waiving subrogation against the United States. In the event of material changes in coverage or of cancellation of any policy, written notice shall be given to the Contracting Officer at least 30 days prior to the effective date of such change or cancellation.

#### 1.15 WORK IN QUARANTINED AREA

The work called for by this contract involves activities in parishes quarantined by the Department of Agriculture to prevent the spread of certain plant pests which may be present in the soil. The Contractor agrees that all construction equipment and tools to be moved from such parishes shall be thoroughly cleaned of all soil residues at the construction site with water under pressure and that hand tools shall be thoroughly cleaned by brushing or other means to remove all soil. In addition, if this contract involves the identification, shipping, storage,

testing, or disposal of soils from such quarantined area, the Contractor agrees to comply with the provisions of ER 1110-1-5, "Plant Pest Quarantined Areas and Foreign Soil Samples" attachments, a copy of which will be made available by the Contracting Officer upon request. The Contractor agrees to assure compliance with this obligation by all subcontractors.

#### 1.16 CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of material with specification requirements shall be executed in accordance with Section 01 33 00 SUBMITTAL PROCEDURES. Each certificate shall be signed by an official authorized to certify on behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

#### 1.17 PROCESS FOR OBTAINING CURRENT REQUIREMENTS OF THE U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL (EM 385-1-1)

Contractors are required to comply with the latest version, and all posted changes, of the U.S. Army Corps of Engineers Safety and Health Requirements Manual in effect on the issue date of this solicitation. EM 385-1-1 version 2014 and changes are available on the Internet at <http://www.publications.usace.army.mil/USACEPublications/EngineerManuals.aspx>, Search for EM\_385-1-1, then click on EM\_385-1-1 2014 english version. Prior to making an offer, offerors should check the referenced website for the latest changes. No separate payment will be made for compliance with the requirements of this paragraph, or for compliance with other safety requirements of the contract.

#### 1.18 SAFETY SIGN

The Contractor shall fabricate, erect and maintain a safety sign at the site, as located by the Contracting Officer. The sign shall be erected as soon as practicable, but not later than 15 calendar days after the date established for commencement of work. The data required shall be current. The safety sign shall meet the requirements specified in the U.S. Army Corps of Engineers Sign (USACES) Standards Manual, EP 310-1-6a and EP 310-1-6b. A copy of the sign standards manual is available for review at the office of the Vicksburg District Sign Program Manager and questions concerning manufacture and installation of the safety sign may be addressed to:

Vicksburg District Sign Program Manager (Jonathan Harrell)  
 ATTN: CEMVK-OD-MN  
 4155 Clay Street  
 Vicksburg, MS 39183-3435  
 Telephone: (601) 631-5287

#### 1.19 DAILY INSPECTIONS

Refer to Section 01 45 04.00 09 CONTRACTOR QUALITY CONTROL and the

Contract Clause INSPECTION OF CONSTRUCTION. The Contractor shall perform daily safety inspections and record them on the forms approved by the Contracting Officer. Reports of daily inspections shall be maintained at the job site. The reports shall be records of the daily inspections and resulting actions. As a minimum each report shall include the following:

- a. Phase(s) of construction underway during the inspection.
- b. Locations or areas inspections were made.
- c. Results of inspection, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.

#### 1.20 ACCIDENT INVESTIGATIONS AND REPORTING

Refer to EM 385-1-1, Section 1, "Program Management", paragraph 01.D, "Accident Reporting and Recordkeeping". Accidents shall be investigated and reports completed by the immediate supervisor of the employee(s) involved and reported in writing to the Contracting Officer or his representative within one working day after the accident occurs.

#### 1.21 ACCOMMODATIONS FOR GOVERNMENT REPRESENTATIVES

a. Accommodations. The Contractor shall furnish and maintain a temporary building for the exclusive use of the Government Representatives. The building shall be of light, but weatherproof construction, approximately 240 square feet in size with not less than 7 feet of headroom. It shall have a substantial workbench along one side and sufficient number of windows to admit ample working light. Windows shall be arranged to open and to be securely fastened from the inside. The door shall be of wood panel or solid core construction and be equipped with a padlock and heavy duty hasp bolted to the door. Insect screens shall be provided for windows. Glass panels in windows shall be equipped with bars or heavy mesh screens which will prevent easy access to the building through these panels. The Contractor shall heat the building by means of heaters and shall cool the building by means of an air conditioning unit. Electric current shall also be provided for operation of lights, appliances, computers, and electric calculators at 115 volts AC. Electric current may be provided by use of a portable generator. A minimum of four wall outlets and two ceiling drops shall be provided in the building. Electrical surge protection is required at all wall outlets. One office desk and a minimum of two chairs shall be provided in the building. Telephone service with two exclusive lines solely for Government use shall be provided to the Government Representative building for the duration of the contract, at the Contractor's expense. A high speed data line shall also be provided capable of a minimum transfer data rate of 10 Mbps for downloading and 2 Mbps for uploading. Permanent toilet facilities shall be provided within the building. The building shall remain the property of the Contractor and upon completion of all work under the contract shall be removed as provided in the Contract Clause OPERATIONS AND STORAGE AREAS. An office trailer meeting the above requirements will be acceptable.

b. Janitor Services. The Contractor shall furnish daily janitorial services for the above office and perform any required maintenance of subject facility and adjacent grounds during the entire life of the contract. Toilet facilities shall be clean and sanitary at all

times. Services shall be performed at such a time and in such a manner to least interfere with the operations but will be accomplished only when the office is in daily use. The Contractor shall also provide daily trash collection and cleanup of the building and adjacent outside areas, and shall dispose of all discarded debris in a manner approved.

c. No separate measurement or payment will be made for providing and maintaining the prescribed building, accommodations, utilities and janitor services, and all costs associated therewith shall be distributed throughout the existing bid items. Should the Contractor refuse, neglect, or delay compliance with the above requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amount due or to become due the Contractor.

#### 1.22 MACHINERY AND MECHANIZED EQUIPMENT

Machinery and mechanized equipment used under this contract shall comply with the following:

a. When mechanized equipment is operated on floating plant, the Contractor shall provide positive and acceptable means of preventing this equipment from moving or falling into the water. The type of equipment addressed by this clause includes front-end loaders, bulldozers, trucks (both on- and off-road), backhoes, hydraulic excavators (track hoes), and similar equipment. If the Contractor plans to use such equipment on floating plant, an activity hazard analysis must be developed for this feature of work. The plan must include a detailed explanation of the type or types of physical barriers, curbs, structures, etc., which will be incorporated to protect the operator and prevent the equipment from entering the water. Nonstructural warning devices may be considered for situations where the use of structural barriers is determined to be impracticable. The activity hazard analysis must thoroughly address the procedure and be submitted to the Corps for review and acceptance prior to start of this feature of work.

b. The stability of crawler, truck, and wheel-mounted cranes shall be assured.

(1) The manufacturer's load-rating chart may be used to determine the maximum allowable working load for each particular crane's boom angle provided a test load, with a boom angle of 20 degrees, confirms the manufacturer's load-rating table.

(2) Stability tests are required if:

(i) there is no manufacturer's load-rating chart securely fixed to the operator's cab;

(ii) there has been a change in boom or other structural member;  
or

(iii) there has been a change in the counterweight.

The test shall consist of lifting a load with the boom in the least stable undercarriage position and at an angle of 20 degrees above the horizontal. The test shall be conducted under close

supervision on a firm, level surface. The load that tilts the machine shall be identified as the test load. The test load moment (in ft-lbs) shall then be calculated by multiplying the horizontal distance (in feet) from the center of rotation of the machine to the test load, times the test load (in lbs). Three-fourths of this test-load moment shall then be used to compute the maximum allowable operating loads for the boom at 20, 40, 60, and 80 degrees above horizontal. From these maximum allowable operating loads, curve shall be plotted and posted in the cab of the machine in sight of the operator. These values shall not be exceeded except in the performance test described below. The test load shall never exceed 100 percent of the manufacturer's maximum rated capacity.

(3) In lieu of the test and computations above, the crane may be load tested for stability at each of the four boom positions listed above.

c. Performance tests shall be performed in accordance with Section 18.G, "Machinery and Mechanized Equipment" of EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual, except as specified below. Performance tests shall be conducted after each stability test, when the crane is placed in service on a project, and at least every 12 months.

(1) When conducting a performance load test which is required of a new crane or a crane in which load sustaining parts have been altered, replaced, or repaired (excluding replacement of the rope), the test load shall be as specified in ASME/ANSI B30 Series. That is, for overhead, gantry, portal, pillar, tower, monorail, and underhung cranes, the test load shall not exceed 125 percent of the manufacturer's load rating capacity chart at the configuration of the test; and for hammerhead tower, mobile, and floating cranes and boom trucks, the test load shall not exceed 110 percent of the manufacturer's load rating capacity chart at the configuration of the test.

(2) When conducting a performance load test which is required because a crane is reconfigured, or reassembled after disassembly, or because the crane requires an annual load test, the test loads shall not exceed 100 percent of the manufacturer's load rating capacity chart at the configuration of the test.

(3) All load tests are required to be conducted in accordance with the manufacturer's recommendations.

d. Inspections shall be made which will ensure a safe and economical operation of both cranes and draglines with inspection documented. Copies of the inspections and tests shall be available at the job site for review. All stability and performance tests on cranes and all complete dragline inspections shall be witnessed by the Contracting Officer or his authorized representative.

e. A complete dragline inspection shall be made:

(1) at least annually;

(2) prior to the dragline being placed in operation; and

(3) after the dragline has been out of service for more than 6 months.

f. All heavy equipment moved onto the worksite shall be inspected for compliance with this contract. The CEMVK-SO Inspection forms attached at the end of this section shall be completed by the Contractor. All completed forms, including abatement schedule of any violations, shall be maintained at the job site for continued review and update as needed.

#### 1.23 VEHICLE WEIGHT LIMITATIONS

Vehicle weight limitations for operation on rural roads and bridges may affect the prosecution of work in this contract. The Contractor will be responsible for obtaining all necessary licenses and permits in accordance with the Contract Clause PERMITS AND RESPONSIBILITIES. Current information regarding road and bridge weight limits may be obtained by contacting the Louisiana Department of Transportation and Development and the police jury for the parishes through which equipment and materials will be transported as a result of this contract.

#### 1.24 PUBLIC AND PRIVATE UTILITIES

a. Unless otherwise specified, shown on the drawings, or stated in writing by the Contracting Officer, the Contractor shall not remove or disturb any public or private utilities. Such removals, alterations, and relocations, where necessary, will be made by others. The locations, if any, shown on the drawings for underground utilities are approximate only. The exact locations of such utilities shall be determined by the Contractor in the field prior to commencing construction operations in their vicinity.

b. The attention of the Contractor is directed to the possibility that he may encounter, within the right-of-way limits, utilities, some of which may be buried, and the existence of which is presently not known. Should any such utilities be encountered, the Contractor shall immediately notify the Contracting Officer so that he may determine whether they shall be removed, relocated, or altered. After such determination is made, the Contractor shall, if so directed by the Contracting Officer, remove, relocate, or alter them as required, and an equitable adjustment will be made in accordance with the Contract Clause CHANGES. In event the Contracting Officer arranges for such removals, alterations, or relocations to be performed by others, the Contractor shall cooperate with such others during the latter's removal, alteration, or relocation operations in accordance with the Contract Clause OTHER CONTRACTS.

#### 1.25 DAMAGE TO WORK

a. The responsibility for damage to any part of the permanent work shall be as set forth in the Contract Clause PERMITS AND RESPONSIBILITIES. However, if, in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood (see Section 00 80 00.00 09 SPECIAL CONTRACT REQUIREMENTS, paragraph PHYSICAL DATA, subparagraph FLOODS) or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor shall make repairs as ordered by the Contracting Officer and full

compensation for such repairs to permanent work will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, for any part of such damaged permanent work, there is no applicable contract unit or lump sum price, then an equitable adjustment pursuant to the Contract Clause CHANGES will be made as full compensation for the repairs for that part of the permanent work for which there is no applicable contract unit or lump sum price.

b. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment, and plant shall be repaired to the satisfaction of the Contracting Officer, at the Contractor's expense, regardless of the cause of such damage.

1.26 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

a. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause DEFAULT (FIXED PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this paragraph, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

(5) (5) (5) (5) (5) (5) (4) (4) (2) (4) (4) (5)

c. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor shall record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract Clause

DEFAULT (FIXED PRICE CONSTRUCTION).

1.27 SUSPENSION OF WORK

Except as provided in paragraph STAGE LIMITATIONS and Section 00 80 00.00 09 SPECIAL CONTRACT REQUIREMENTS, paragraph COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK, the Contractor will not be permitted to suspend work without a request to suspend work or remove equipment from the location of work after the work has been started under this contract without prior approval of the Contracting Officer.

1.28 CONTROL OF ACCESS TO CONSTRUCTION AREAS

a. This paragraph supplements the Contract Clauses PERMITS AND RESPONSIBILITIES and OPERATIONS AND STORAGE AREAS.

b. It shall be the responsibility of the Contractor to prevent possible injury to visitors to the project site. Only personnel engaged in contract work and others authorized by the Contracting Officer shall be permitted to enter into the construction areas. Suitable barriers, warning signs and directives shall be placed by the Contractor to direct persons not engaged in the work away from the areas of danger. The Contractor shall be responsible for effective enforcement of this paragraph during the period of this contract.

1.29 MAINTENANCE OF TRAFFIC

a. The Contractor shall conduct his operations in such manner as to offer the least possible obstruction to the safe and satisfactory movement of traffic over the existing roads during the life of the contract.

b. The Contractor shall be responsible for providing, erecting, maintaining, and removal of all traffic signs, barricades, and other traffic control devices necessary for maintenance of traffic. See also paragraph ACCIDENT PREVENTION PLAN of these specifications and the Contract Clause ACCIDENT PREVENTION.

c. All barricades, warning signs, lights, temporary signals, other devices, flagmen, and signaling devices shall meet or exceed the minimum requirements of Louisiana DOTD, Manual On Uniform Traffic Control Devices See EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Manual, Section 8, paragraph 08.C, "Traffic Control".

d. Prior to the commencement of construction operations the Contractor shall submit for the acceptance of the Contracting Officer, complete details of his proposed plans for the maintenance of traffic and access through the construction area.

e. The requirements of this paragraph shall be met by the Contractor at no additional expense to the Government.

1.30 HARBOR MAINTENANCE FEE

a. Offerors or bidders contemplating use of U.S. ports in the performance of contract are subject to paying a harbor maintenance fee on cargo. Federal law establishes an ad valorem port use fee on commercial cargo imported into or exported from various U.S. ports. The fee is 0.125 percent (0.00125). Cargo to be used in performing work under contracts with the U.S. Government is not exempt from the

fee, although certain exemptions do exist. Offerors are responsible for ensuring that the applicable fee and associated costs are taken into consideration in the preparation of their offers. Failure to pay the harbor maintenance fee may result in assessment of penalties by the Customs Service.

b. The statute is at Title 26 U.S. Code section 4461 and 4462. Department of Treasury Customs Service regulations implementing the statute, including a list of ports subject to the fee, are found at 19 CFR 24.24, Harbor Maintenance Fee. Additional information may be obtained from local U.S. Customs Service Offices or by writing to the Director, Budget Division, Office of Finance, Room 6328, U.S. Customs Service, 1301 Constitution Avenue, N.W., Washington, D.C. 20229.

#### 1.31 COOPERATION WITH OTHER CONTRACTORS

This paragraph supplements the Contract Clause OTHER CONTRACTS.

The adjacent item Ouachita River Basin, Ouachita & Caldwell Parishes, P.L. 84-99 Emergency Bank Stabilization, RM 159-108, Site 1-6, may be under contract during this contract. The Contractor shall fully cooperate with the other Contractor and with Government employees and carefully fit his work to such adjacent work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work on adjacent items by the other Contractor or by Government employees. Any costs or delays associated with fully complying with the provisions of this paragraph shall not form the basis for a claim against the Government.

#### 1.32 ACCEPTANCE OF COMPLETED WORK

For the purpose of acceptance, the work to be done is divided into sections as follows:

- a. Completed levee embankment at each of the sites where levee setback is required.
- b. All remaining work.

#### 1.33 VERIFICATION SURVEYS

In accordance with Section 01 45 04.00 09 CONTRACTOR QUALITY CONTROL, the Contractor shall conduct verification surveys for final submission to the Government prior to final acceptance. As a minimum, these cross sections shall be at an interval of 100 feet on center at a scale indicated by the Contracting Officer. The Government must be given a minimum of two (2) business days advance notice and three (3) business days to perform the Government surveys for each reach of embankment for acceptance as defined under paragraph ACCEPTANCE OF COMPLETED WORK.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

| SAFETY INSPECTION FOR CONSTRUCTION ACTIVITY<br>U.S. Army Engineer District, Vicksburg                  |  | Date of Inspection:      |    |     |
|--|--|--------------------------|----|-----|
| Contractor or Unit   |  | Contract No. or Activity |    |     |
| Inspected by (Signature)   |  | Witness (Signature)      |    |     |
| NIGHT OPERATIONS<br>NOTE: Safety and Health Requirements Manual (EM385-1-1) references in parentheses. |  | Yes                      | No | N/A |
| 1  | General  |                          |    |     |
| a  | On construction contracts, is there a designated Contractor's representative on duty during night operations? FAR Clause   |                          |    |     |
| b  | Are weekly safety meetings being held for night-shift employees, by field supervisors or foremen? (01.B.05)(A)(B)  |                          |    |     |
| c  | Are regularly scheduled safety meetings being held (at least once a month) for night supervisors? (01.B.05 (a))  |                          |    |     |
| d  | Are there adequate communications and/or transportation available in the event of serious injury to personnel? (03.A.01)   |                          |    |     |
| e  | Is there two qualified first-aid and CPR attendant per shift on duty? (03.A.02)(a)   |                          |    |     |
| f  | Are fire, man-overboard & abandon-ship drills (as applicable) conducted at least monthly? (19.A.04 (e)) <b>NOTE:</b> The first set of drills shall be conducted within 24 hours of the vessel's occupancy or commencement of work. (19.A..04(e) (1))<br>Night drills shall be conducted within the first two weeks of vessel's occupancy. (19.A.04 (e) (2)). |                          |    |     |
| 2  | Lighting - Section 7 at Table 7-1  |                          |    |     |
| a  | Are haul roads properly marked for night work? (Section 7, Table 7-1)  |                          |    |     |
| b  | Is there adequate lighting in work areas, On decks and walkways? (07.A)  |                          |    |     |
| c  | Is there adequate lighting at crew boat loading area on floating plant? (07.A)   |                          |    |     |
| d  | Are all vehicles, construction equipment properly lighted? (16.A.11) (16.A.07)(b)  |                          |    |     |
| 3  | Transportation to and from float plant   |                          |    |     |
| a  | Is boat equipped with sufficient number of life preservers? (05.H.01)(a ,b ,c ,d ,e)   |                          |    |     |
| b  | Are all vehicles and construction equipment properly lighted for night work? (18.A.02)   |                          |    |     |
| c  | If boat is less than 26 feet in length, has it been tested for flotation and stability, or does it carry BIA certification? (19.A.01)  |                          |    |     |
| d  | If more than 6 passengers are carried, or boat is greater than 26 feet in length, is vessel Coast Guard certified and operator licensed? (19.A.02)   |                          |    |     |
| e  | For boats of less than 26 feet in length, is operator licensed, and certified ? (19.A.02(b , c))   |                          |    |     |
| f  | Is weather deck of boat coated with non-skid material? (19.B.01)(b)  |                          |    |     |
| g  | Is there safe, easy access from boat to landing? (19.B.02)   |                          |    |     |
| h  | Do guard rails meet requirements of EM 385-1-1? (19.B.02)(c)   |                          |    |     |
| i  | Is the capacity of boat posted in accordance with EM 385-1-1? (19.C.02)(a)   |                          |    |     |

May 04

Proponent CEMVK-SO

|  |                     |
|--|---------------------|
| <b>SAFETY INSPECTION FOR MISCELLANEOUS EQUIPMENT</b><br>U.S. Army Engineer District, Vicksburg | Date of Inspection: |
|--|---------------------|

|                          |                          |
|--------------------------|--------------------------|
| Contractor or Unit       | Contract No. or Activity |
| Inspected by (Signature) | Witness (Signature)      |

| <b>CRANE/DERRICK INSPECTION CHECKLIST</b>  |   | Yes | No | N/A |
|--|---|-----|----|-----|
| NOTE: Safety and Health Requirements Manual (EM385-1-1) references in parentheses. |   |     |    |     |
| 1  | Are the following documents with the crane at all times? (16.C.02)  |     |    |     |
| 1a   | Is the Operating manual available from the manufacturer for the specific crane being inspected?   |     |    |     |
|  | (1) Any operator aids for which the crane is equipped?  |     |    |     |
| 1b   | Does the load rating chart for the crane include?   |     |    |     |
|  | (1) The crane make and model, serial number, and year of manufacturer?  |     |    |     |
|  | (2) Load ratings for all crane operating configurations: including optional equipment?  |     |    |     |
|  | (3) Recommended reeving for the hoist line?   |     |    |     |
|  | (4) Operating limits in windy or cold conditions?   |     |    |     |
| 1c   | Does crane log book show operating hours, inspections, tests, maintenance & repair? <b>Note:</b> Has log been updated daily when crane is used, and is signed by operator & supervisor? <b>Note:</b> Mechanics shall sign after conducting maintenance or repairs. (16.C.02(d)) |     |    |     |
| 2  | Does operator have certification that he meets operator qualification and training as stated in 16.C.04 and Appendix G?   |     |    |     |
| 3  | Has a hazard analysis been conducted for set-up and set-down procedures (mobilization, assembly, dismantling, etc.)? (16.C.08)  |     |    |     |
| 4  | Are adequate clearances provided from electrical sources, fixed objects, and swing radius? (16.C.09)  |     |    |     |
| 5  | Is communications provided as required? (16.C.11)   |     |    |     |
| 6  | Has inspection been performed in accordance with 16.C.12 and Appendix H?  |     |    |     |
| 7  | Have performance load tests been in accordance with 16.C.13 and Appendix I?   |     |    |     |
| 8  | Are tag lines used to control loads? (16.C.16)  |     |    |     |
| 9  | Is critical lift plan required? (16.C.18)   |     |    |     |
| 10   | Are all environmental considerations of 16.C.19 being met?  |     |    |     |
| 11   | Is crane equipped with boom angle indicator, load indicating device, means to visually determine levelness, and anti-two block devices? (16.D.01 & 02 & 05)   |     |    |     |
| 12   | Are cable supported booms equipped with boom stops? (16.D.06)   |     |    |     |
| 13   | Are booms lowered to ground or secured when not in use? (16.D.11)   |     |    |     |
| 14   | Do all floating cranes and derricks meet the requirements of 16.F?  |     |    |     |
| 15   | Are all moving parts (gears, drums, shafts, belts, etc.) and all hot surfaces (exhaust lines, pipes, etc.) guarded? (16.B.03)   |     |    |     |

|   |  |  |  |
|---|--|--|--|
| 16 Does the unit have a suitable fire extinguisher? (16.A.34) <b>NOTE:</b> Minimum 5 BC |  |  |  |
| REMARKS:  |  |  |  |
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May 04

Proponent: CEMVK-SO



| SAFETY INSPECTION FOR MISCELLANEOUS EQUIPMENT<br>U.S. Army Engineer District, Vicksburg |   | Date of Inspection:      |    |     |
|---|---|--------------------------|----|-----|
| Contractor or Unit  |   | Contract No. or Activity |    |     |
| Inspected by (Signature)  |   | Witness (Signature)      |    |     |
| <b>DRAGLINE INSPECTION CHECKLIST</b>  |   | Yes                      | No | N/A |
| NOTE: Safety and Health Requirements Manual (EM385-1-1) references in parentheses.      |   |                          |    |     |
| 1   | Are the following documents with the crane at all times? (16.C.02)  |                          |    |     |
| 1a  | Operating manual from the manufacturer for the specific crane being inspected.  |                          |    |     |
|   | (1) Any operator aids for which the crane is equipped?  |                          |    |     |
| 1b  | Load rating chart for the crane which shall include:  |                          |    |     |
|   | (1) the crane make and model, serial number, and year of manufacturer   |                          |    |     |
|   | (2) load ratings for all crane operating configurations: including optional equipment   |                          |    |     |
|   | (3) wire rope type, size, and reeving; line pull, line speed and drum capacity  |                          |    |     |
|   | (4) operating limits in windy or cold conditions  |                          |    |     |
| 1c  | Crane log book that shows operating hours, inspections, tests, maintenance & repair. <b>Note:</b> Has log been updated daily when crane is used, and is signed by operator & supervisor? <b>Note:</b> Mechanics shall sign after conducting maintenance or repairs. |                          |    |     |
| 2   | Does operator have certification that he meets operator qualification and training as stated in 16.C.04 and Appendix G?   |                          |    |     |
| 3   | Has a hazard analysis for set-up and set-down procedures (mobilization, assembly, dismantling, etc.). (16.C.08)   |                          |    |     |
| 4   | Are adequate clearances provided from electrical sources, fixed objects, and swing radius. (16.C.09)  |                          |    |     |
| 5   | Has inspection been performed in accordance with 16.C.12 and Appendix H?  |                          |    |     |
| 6   | Are cable supported booms equipped with boom stops? (16.D.06)   |                          |    |     |
| 7   | Is boom lowered to ground or secured when not in use? (16.D.11)   |                          |    |     |
| 8   | Are all moving parts (gears, drums, shafts, belts, etc.) and all hot surfaces (exhaust lines, pipes, etc.) guarded? (16.B.03)   |                          |    |     |
| 9   | Does the unit have a suitable fire extinguisher? (16.A.34) <b>NOTE:</b> Minimum 5 BC  |                          |    |     |
| REMARKS:  |   |                          |    |     |
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  - 1.1.2 Job Items
- 1.2 UNIT PRICE PAYMENT ITEMS
  - 1.2.1 General
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PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section Table of Contents --

## SECTION 01 22 00.00 09

## MEASUREMENT AND PAYMENT

## PART 1 GENERAL

## 1.1 JOB PAYMENT ITEMS

## 1.1.1 General

Payment items for the work of this contract for which contract job payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular job or unit price payment item, shall be included in the listed job item most closely associated with the work involved. The job price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, submittal procedures, meeting safety requirements, tests and reports, providing as-built drawings, for using the Government-furnished software (RMS) and providing all labor and equipment necessary for electronic exchange of information and management of the contract as specified in Section 01 45 00.15 09 RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM), and for performing all work required for which separate payment is not otherwise provided.

## 1.1.2 Job Items

## a. "Mobilization and Demobilization"

(1) Payment will be made for all costs associated with mobilization and demobilization, as defined in Section 00 80 00.00 09 SPECIAL CONTRACT REQUIREMENTS, paragraph PAYMENT FOR MOBILIZATION AND DEMOBILIZATION.

(2) Unit of measure: job.

## b. "Clearing and Grubbing"

(1) Payment will be made for all costs associated with clearing and grubbing (including vegetation removal) for excavation areas, fill and backfill areas, embankments, and all other areas required ; for removing and disposing of all cleared and grubbed materials; Contractor furnished off site disposal area(s); and all work incidental thereto.

(2) Unit of measure: job.

## c. "Environmental Protection Features"

(1) Payment will be made for all costs associated with furnishing, installing, and maintaining all temporary environmental protection features including silt fencing, straw bales, diversion dikes, temporary grassing, construction entrance and exit, and other measures as necessary for compliance with all associated

specifications, control plans and permits, and all work incidental thereto. Maintenance of these features includes, but is not limited to, removal of silt and contaminants, grading, repairs to silt fencing and other features, reseeding of temporary cover, and replacement of silt fencing, straw bales and other features when necessary due to damage, storm events, contractor activities, or deterioration of silt fence fabric, straw bales, or other temporary materials.

(2) For progress payment purposes, payment for this lump sum item will occur in accordance with the following breakdown:

(a) A maximum of 50% of this bid item amount will be paid for work associated with the initial installation of all temporary environmental protection features identified on the contract documents, permits, and submitted plans. This includes, but is not limited to, silt fencing, straw bales, diversion dikes, and construction entrance/exit.

(b) A minimum of 50% of this bid item amount is reserved for payment for work associated with the maintenance, repairs, and necessary improvements to temporary environmental protection features throughout the life of the contract. Payment for this work will be made in three (3) incremental, partial payments at 50% complete, 75% complete, and 100% complete, based on overall contract completion status. Completion status shall be calculated by comparing contract earnings less stored materials, to the current contract amount at the time of payment.

(3) Unit of measure: job.

d. "Existing Turf Maintenance and New Turf Establishment"

(1) Payment will be made for all costs associated with establishment and maintenance of new turf; maintenance of existing turf, which includes mowing of undisturbed levee and berm embankment surfaces and all other existing turf within the rights-of-way during the life of the contract; and all work incidental thereto.

After seeding and mulching is completed, the Contractor may request partial payment only. Material certification and invoices must be provided to authorize the initial 60% payment when seeding is completed and 100% when turf is established and finally accepted in accordance with paragraph ESTABLISHMENT.

(2) Unit of measure: job.

e. "Inspection Trench"

(1) Payment will be made for all costs associated with constructing the inspection trench including excavation and removal of unsuitable material; placement and compaction of embankment material, and all work incidental thereto.

(2) Unit of measure: job.

f. "Gravel Surfacing, Existing"

(1) Payment will be made for all costs associated with salvaging, stockpiling, hauling, placing, spreading, compacting, and dressing the existing gravel surfacing as required, and all work incidental thereto.

(2) Unit of measure: job.

## 1.2 UNIT PRICE PAYMENT ITEMS

### 1.2.1 General

Payment items for the work of this contract on which unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, submittal procedures, meeting safety requirements, tests and reports, providing as-built drawings, for using the Government-furnished software (RMS) and providing all labor and equipment necessary for electronic exchange of information and management of the contract as specified in Section 01 45 00.15 09 RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM), and for performing all work required for each of the unit price items.

### 1.2.2 Unit Price Items

#### a. "Levee Embankment, Semicompacted"

(1) Payment will be made at the contract unit price for all costs associated with constructing the semicompacted material placed as required in levee embankment, including additional semicompacted levee material placed by reason of foundation settlement. Price and payment shall constitute full compensation for performing foundation preparation; furnishing the required fill material; excavating, hauling, placing, compacting and dressing the material; determining optimum moisture and maximum dry density; performing moisture control and field density testing; and all work incidental thereto.

(1a) If the Contractor elects to use settlement gages as specified in Section 31 24 00.00 09 EMBANKMENT, paragraph SETTLEMENT GAGES, the cost of furnishing, installing and maintaining the gages during embankment construction, including measurements required to be made by the Contractor, shall be at the expense of the Contractor. No separate payment will be made for additional effort required for compaction of fill around and over the settlement gages or for interference with the Contractor's operations resulting from the settlement gage installations.

(1b) If the Contractor elects to use settlement gages, failure to utilize settlement gages in strict accordance with the specifications and drawings will result in a total forfeiture of any payment which may otherwise be due the Contractor for settlement of the foundation. In each case of (1) failure to recover any settlement gage, (2) construction of embankment over a settlement gage in excess of required construction lines plus the tolerance permitted in Section 31 24 00.00 09 EMBANKMENT, paragraph GRADE TOLERANCES, or (3) failure to comply with the 72 hour requirement for determining gage elevations as specified in

Section 31 24 00.00 09 EMBANKMENT, paragraph SETTLEMENT GAGES, payment will be totally forfeited for the reach attributable to each gage so affected.

(2) Unless otherwise specified, semicompacted fill, as specified in Section 31 24 00.00 09 EMBANKMENT will be measured for payment by the cubic yard. The basis for the measurement will be original surveys of the areas to be filled taken by the Government prior to clearing, grubbing and vegetation removal operations and the theoretical gross cross section of the completed levee constructed within the specified tolerance. Quantities will be computed by the Government using the surface to surface method.

(2a) If the Contractor elects to use settlement gages, measurement of additional levee embankment fill material placed in each settlement measurement range by reason of foundation settlement, will be based on measurements on the respective settlement gage installed as specified in Section 31 24 00.00 09 EMBANKMENT, paragraph SETTLEMENT OF FOUNDATION and will be determined as follows:

(i) The settlement measured at each settlement gage will be considered to apply to the foundation area throughout the length of the settlement ranges specified herein in which the gage is located. No measurement for payment for settlement will be made in the event that embankment over a settlement gage is constructed to a height in excess of specified gross construction grade plus the tolerance permitted under Section 31 24 00.00 09 EMBANKMENT, paragraph GRADE TOLERANCES. In instances where settlement plates have been set and cannot be found after completion of the embankment, no payment for settlement will be made for the reach of the plate.

(ii) The foundation settlement under the embankment at each transverse cross section within a settlement range will be considered to vary uniformly between break points in the cross section. At each breakpoint, the settlement allowance will be based upon the proportion that the specified fill height at the break point bears to the specified fill height at the settlement gage, in accordance with the following formula:  $S = (h \times sm) / hm$ , where S is settlement to be computed at a break point; h is specified gross fill height at S; sm is measured or adjusted settlement at settlement gage; and, hm is specified gross fill height above settlement gage. Except as provided above and in Section 31 24 00.00 09 EMBANKMENT, paragraph SUDDEN FAILURE, no measurement for payment for additional fill materials placed by reason of foundation settlement will be made. The foundation settlement under the levee side slopes at each transverse cross section within a settlement measurement range will be considered to vary uniformly from zero settlement at the levee toes to a maximum settlement, equal to the amount of settlement measured on the respective settlement gage, at points under the tops of the slopes. Except as provided above and in Section 31 24 00.00 09 EMBANKMENT, paragraph SUDDEN FAILURE, no measurement for payment for additional materials placed by reason of foundation settlement will be made.

(3) Unit of measure: cubic yard.

## b. "Levee Surfacing, Crushed Stone"

(1) Payment will be made at the contract unit price for all costs associated with constructing the new crushed stone levee crown which price and payment shall constitute full compensation for blading and shaping levee crown surface; performing all required testing; furnishing scales and weighing for measurement; and all work incidental thereto.

(2) Crushed stone surfacing material for levee crown shall be measured for payment by being weighed by the Contractor on approved scales before being placed into the work. Each truck load shall be weighed to the nearest 0.1 ton and the final quantity rounded to the nearest whole ton. The Contractor shall furnish the scales and shall weigh the surfacing material in the presence of the Government representative, who will certify to the correctness thereof. Scales shall be of sufficient length to permit simultaneous weighing of all axle loads and shall be inspected, tested, and sealed as directed by the Contracting Officer to assure an accuracy within 0.5 percent throughout the range of the scales. The scale's accuracy shall be checked and certified by an acceptable scales company representative prior to weighing any surfacing material and rechecked and recertified whenever a variance is suspected. The scale shall be located the the site of work. If commercial scales are readily available in close proximity (within 40 miles) of site of work, the Contracting Officer may approve the use of the scales. The Contracting Officer may elect to accept certified weight certificates furnished by a public weigh master in lieu of scale weights at the jobsite. Quarry weights will not be accepted. In any event, the Contractor shall not dump any load until it has been inspected and accepted by an authorized Government representative. If a load is dumped without this inspection and measurement, the Contractor shall reload the material as directed by the Government representative and remove it from the jobsite until proper inspection and measurement can be made at no additional cost to the Government. The Contractor shall not allow the accumulation of material deposits in the trailer, i.e., lodged dirt, mud, gravel, or stone.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

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SECTION 01 33 00  
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUBMITTAL IDENTIFICATION

Submittals are identified by SD numbers and titles within each specification section where submittals are required as follows:

SD-01 Preconstruction Submittals

SD-03 Product Data

SD-06 Test Reports

SD-07 Certificates

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 Government Approved

Government approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, they are considered to be "shop drawings".

1.2.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.3 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number

of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause CHANGES, shall be given promptly to the Contracting Officer.

#### 1.5 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

#### PART 2 PRODUCTS (Not Applicable)

#### PART 3 EXECUTION

##### 3.1 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed, and dated by the CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

##### 3.2 SUBMITTAL REGISTER

At the end of this section is the Submittal Register listing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. Columns "c" through "f" have been completed by the Government; the Contractor shall complete columns "a", and "g" through "i" and submit the forms in accordance with Section 01 45 00.15 09 RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM), paragraph SUBMITTAL MANAGEMENT to the Contracting Officer for approval within 10 calendar days after Notice to Proceed. The approved Submittal Register will become the scheduling document and will be used to control submittals throughout the life of the contract. The Submittal Register and the progress schedules shall be coordinated.

##### 3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days

exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

#### 3.4 TRANSMITTAL FORM (ENG FORM 4025-R)

The sample transmittal form (ENG Form 4025-R) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

#### 3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

##### 3.5.1 Procedures

Submittals shall be prepared electronically, as specified, with 3 hard copies delivered to the Contracting Officer once the submittal documentation package is approved.

Submitting the ENG 4025 transmittal document packages will be processed using an electronic process. The Contractor shall submit transmittals to the following web address: <https://safe.armdec.army.mil/safe>. All files posted to the website shall be in PDF format. The file name for the transmittals shall be the contract number and the transmittal number, ie 13-C-0014\_00 73 05-1.pdf.

##### 3.5.2 SD-04 Sample Transmittal Submission

For samples, the Contractor shall submit a hard copy of the ENG 4025 to the address coordinated at the preconstruction conference with the samples attached. The Contractor shall also submit an electronic ENG 4025 which shall serve as the official approval/disapproval document for the submission. The sample shall be kept by the Government unless otherwise coordinated.

#### 3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register".

#### 3.7 GOVERNMENT APPROVED SUBMITTALS

The Government will approve/disapprove, sign and electronically post the completed package on the SAFE Web Site at <https://safe.armdec.army.mil/safe>. The Contractor will receive an email notification that a file package is available for download.

#### 3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor

to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

-- End of Section --



## INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

### THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- |   |   |
|---|---|
| A -- Approved as submitted.   | E -- Disapproved (See attached).  |
| B -- Approved, except as noted on drawings.   | F -- Receipt acknowledged.  |
| C -- Approved, except as noted on drawings.<br>Refer to attached sheet resubmission required. | FX -- Receipt acknowledged, does not comply<br>as noted with contract requirements. |
| D -- Will be returned by separate correspondence.   | G -- Other ( <i>Specify</i> )   |

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

**SUBMITTAL REGISTER**

CONTRACT NO.

TITLE AND LOCATION

2018\_PL84-99\_ORL-Levee-Setbacks

CONTRACTOR

| ACTIVITY NO | TRANSMITTAL NO | SPEC SECT      | DESCRIPTION<br>ITEM SUBMITTED         | PARAGRAPH | GOVT CLASSIFICATION | CONTRACTOR: SCHEDULE DATES |                    |                    | CONTRACTOR ACTION |                | APPROVING AUTHORITY                           |                            |                            |             | MAILED TO CONTR/<br>DATE RCD FRM APPR AUTH | REMARKS |                |
|-------------|----------------|----------------|---------------------------------------|-----------|---------------------|----------------------------|--------------------|--------------------|-------------------|----------------|---|----------------------------|----------------------------|-------------|--|---------|----------------|
|             |                |                |                                       |           |                     | SUBMIT                     | APPROVAL NEEDED BY | MATERIAL NEEDED BY | ACTION CODE       | DATE OF ACTION | DATE FWD TO APPR AUTH/<br>DATE RCD FROM CONTR | DATE FWD TO OTHER REVIEWER | DATE RCD FROM OTH REVIEWER | ACTION CODE |  |         | DATE OF ACTION |
| (a)         | (b)            | (c)            | (d)                                   | (e)       | (f)                 | (g)                        | (h)                | (i)                | (j)               | (k)            | (l)   | (m)                        | (n)                        | (o)         | (p)  | (q)     | (r)            |
|             |                | 01 35 26       | SD-01 Preconstruction Submittals      |           |                     |                            |                    |                    |                   |                |   |                            |                            |             |  |         |                |
|             |                |                | ACCIDENT PREVENTION PLAN (APP)        | 1.6       | G                   |                            |                    |                    |                   |                |   |                            |                            |             |  |         |                |
|             |                |                | ACTIVITY HAZARD ANALYSIS (AHA)        | 1.7       | G                   |                            |                    |                    |                   |                |   |                            |                            |             |  |         |                |
|             |                |                | SD-06 Test Reports                    |           |                     |                            |                    |                    |                   |                |   |                            |                            |             |  |         |                |
|             |                |                | Reports                               | 1.11      | FIO                 |                            |                    |                    |                   |                |   |                            |                            |             |  |         |                |
|             |                |                | Accident Reports                      | 1.11.1    | FIO                 |                            |                    |                    |                   |                |   |                            |                            |             |  |         |                |
|             |                |                | Monthly Exposure Reports              | 1.11.3    | FIO                 |                            |                    |                    |                   |                |   |                            |                            |             |  |         |                |
|             |                | 01 45 04.00 09 | SD-01 Preconstruction Submittals      |           |                     |                            |                    |                    |                   |                |   |                            |                            |             |  |         |                |
|             |                |                | Contractor Quality Control (CQC) Plan | 3.2.1     | G                   |                            |                    |                    |                   |                |   |                            |                            |             |  |         |                |
|             |                | 01 57 20.00 09 | SD-01 Preconstruction Submittals      |           |                     |                            |                    |                    |                   |                |   |                            |                            |             |  |         |                |
|             |                |                | Environmental Protection Plan         | 1.3.1     | G GA                |                            |                    |                    |                   |                |   |                            |                            |             |  |         |                |
|             |                | 01 57 23.01 09 | SD-07 Certificates                    |           |                     |                            |                    |                    |                   |                |   |                            |                            |             |  |         |                |
|             |                |                | Filter Fabric                         | 2.2.2     | FIO                 |                            |                    |                    |                   |                |   |                            |                            |             |  |         |                |
|             |                | 31 23 00.00 09 | SD-01 Preconstruction Submittals      |           |                     |                            |                    |                    |                   |                |   |                            |                            |             |  |         |                |
|             |                |                | Excavation Plan                       | 3.2.2.1   | G                   |                            |                    |                    |                   |                |   |                            |                            |             |  |         |                |
|             |                | 32 15 00.00 09 | SD-06 Test Reports                    |           |                     |                            |                    |                    |                   |                |   |                            |                            |             |  |         |                |
|             |                |                | Material Testing                      | 3.6       | FIO                 |                            |                    |                    |                   |                |   |                            |                            |             |  |         |                |
|             |                |                | Evaluation Tests                      | 2.1.4     | FIO                 |                            |                    |                    |                   |                |   |                            |                            |             |  |         |                |
|             |                |                | SD-07 Certificates                    |           |                     |                            |                    |                    |                   |                |   |                            |                            |             |  |         |                |
|             |                |                | Crushed Stone                         | 2.1.1     | FIO                 |                            |                    |                    |                   |                |   |                            |                            |             |  |         |                |
|             |                |                | Laboratory                            | 2.1.4     | FIO                 |                            |                    |                    |                   |                |   |                            |                            |             |  |         |                |
|             |                | 32 92 00.00 09 | SD-03 Product Data                    |           |                     |                            |                    |                    |                   |                |   |                            |                            |             |  |         |                |
|             |                |                | Bermuda Grass Cultivar                | 2.5.1     | G                   |                            |                    |                    |                   |                |   |                            |                            |             |  |         |                |



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SECTION 01 35 26

GOVERNMENTAL SAFETY REQUIREMENTS

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN SOCIETY OF SAFETY ENGINEERS (ASSE/SAFE)

ASSE/SAFE A10.34 (2001; R 2005) Protection of the Public on or Adjacent to Construction Sites

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 241 (2009) Safeguarding Construction, Alteration, and Demolition Operations

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2014) Safety and Health Requirements Manual

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1926 Safety and Health Regulations for Construction

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

Government acceptance is required for submittals with a "G, A" designation.

SD-01 Preconstruction Submittals

ACCIDENT PREVENTION PLAN (APP); G

ACTIVITY HAZARD ANALYSIS (AHA); G

Submit the AHA for review at least 7 calendar days prior to the start of each phase.

SD-06 Test Reports

Reports

Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Reports."

Accident Reports

Monthly Exposure Reports

### 1.3 DEFINITIONS

- a. High Visibility Accident. Any mishap which may generate publicity and/or high visibility.
- b. Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.
- c. Recordable Injuries or Illnesses. Any work-related injury or illness that results in:
  - (1) Death, regardless of the time between the injury and death, or the length of the illness;
  - (2) Days away from work (any time lost after day of injury/illness onset);
  - (3) Restricted work;
  - (4) Transfer to another job;
  - (5) Medical treatment beyond first aid;
  - (6) Loss of consciousness; or
  - (7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.
- d. "USACE" property and equipment specified in USACE EM 385-1-1 should be interpreted as Government property and equipment.

### 1.4 REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this contract, comply with USACE EM 385-1-1, and federal, state, and local laws, ordinances, criteria, rules and regulations. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements govern.

### 1.5 SITE QUALIFICATIONS, DUTIES AND MEETINGS

#### 1.5.1 Personnel Qualifications

##### 1.5.1.1 Site Safety and Health Officer (SSHO)

Provide a site Safety and Health Officer (SSHO) at the work site at all times to perform safety and occupational health management, surveillance,

inspections, and safety enforcement for the Contractor. Meet the requirements outlined within USACE EM 385-1-1 paragraph 01.A.17 Site Safety and Health Officer (SSHO).

## 1.5.2 Personnel Duties

### 1.5.2.1 Site Safety and Health Officer (SSHO)

- a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Attach safety inspection logs to the Contractors' daily quality control report.
- b. Conduct mishap investigations and complete required reports. Maintain the OSHA Form 300 and Daily Production reports for prime and sub-contractors.
- c. Maintain applicable safety reference material on the job site.
- d. Attend the pre-construction conference, pre-work meetings including preparatory inspection meeting, and periodic in-progress meetings.
- e. Implement and enforce accepted APPS and AHAs.
- f. Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. Post a list of unresolved safety and health deficiencies on the safety bulletin board.
- g. Ensure sub-contractor compliance with safety and health requirements.

Failure to perform the above duties will result in dismissal of the superintendent and/or SSSH, and a project work stoppage. The project work stoppage will remain in effect pending approval of a suitable replacement.

## 1.5.3 Meetings

### 1.5.3.1 Preconstruction Conference

- a. Contractor representatives who have a responsibility or significant role in accident prevention on the project shall attend the preconstruction conference. This includes the project superintendent, site safety and health officer, quality control supervisor, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).
- b. Discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the Contracting Officer's representative as to which phases will require an analysis. In addition, establish a schedule for the preparation, submittal, review, and acceptance of AHAs to preclude project delays.

c. Deficiencies in the submitted APP will be brought to the attention of the Contractor at the preconstruction conference, and the Contractor shall revise the plan to correct deficiencies and re-submit it for acceptance. Do not begin work until there is an accepted APP.

#### 1.6 ACCIDENT PREVENTION PLAN (APP)

Use a qualified person to prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Accident Prevention Plan". Specific requirements for some of the APP elements are described below. The APP shall be job-specific and address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Contractor's overall safety and health program. Include any portions of the Contractor's overall safety and health program referenced in the APP in the applicable APP element and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent and the designated site safety and health officer.

Submit the APP to the Contracting Officer 7 calendar days prior to the date of the preconstruction conference for acceptance. Work cannot proceed without an accepted APP.

Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.

Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSO and quality control manager. Should any hazard become evident, stop work in the area, secure the area, and develop a plan to remove the hazard. Notify the Contracting Officer within 24 hours of discovery. Eliminate/remove the hazard. In the interim, take all necessary action to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public (as defined by ASSE/SAFE A10.34,) and the environment.

Copies of the accepted plan will be maintained at the Contracting Officer's office and at the job site. Continuously review and amend the APP, as necessary, throughout the life of the contract. Incorporate unusual or high-hazard activities not identified in the original APP as they are discovered.

#### 1.7 ACTIVITY HAZARD ANALYSIS (AHA)

The Activity Hazard Analysis (AHA) format shall be in accordance with USACE EM 385-1-1. Submit the AHA for review at least 7 calendar days prior to the start of each phase. Format subsequent AHAs as amendments to the

APP. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls.

The AHA list will be reviewed periodically (at least monthly) at the Contractor supervisory safety meeting and updated as necessary when procedures, scheduling, or hazards change.

Develop the activity hazard analyses using the project schedule as the basis for the activities performed. Any activities listed on the project schedule will require an AHA. The AHAs will be developed by the contractor, supplier or subcontractor and provided to the prime contractor for submittal to the Contracting Officer.

#### 1.8 DISPLAY OF SAFETY INFORMATION

Within 15 calendar days after commencement of work, erect a safety bulletin board at the job site. Include and maintain information on safety bulletin board as required by EM 385-1-1, section 01.A.06.

#### 1.9 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in the article "References." Maintain applicable equipment manufacturer's manuals.

#### 1.10 EMERGENCY MEDICAL TREATMENT

Contractors will arrange for their own emergency medical treatment. Government has no responsibility to provide emergency medical treatment.

#### 1.11 REPORTS

##### 1.11.1 Accident Reports

Conduct an accident investigation for recordable injuries and illnesses, and property damage accidents resulting in at least \$2,000 in damages, to establish the root cause(s) of the accident, complete the USACE Accident Report Form 3394 and provide the report to the Contracting Officer within 5 calendar days of the accident. The Contracting Officer will provide copies of any required or special forms.

##### 1.11.2 Accident Notification

Notify the Contracting Officer as soon as practical, but not later than 24 hours, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000. Within notification include contractor name, contract title, type of contract, name of activity, installation or location where accident occurred, date and time of accident, names of personnel injured, extent of property damage, if any, extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.

##### 1.11.3 Monthly Exposure Reports

Monthly exposure reporting to the Contracting Officer is required to be

attached to the monthly billing request. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor. This reporting form should be generated from the Resident Management System - Contractor Mode (RMS-CM) software. The Monthly Exposure Man Hour Report must be marked "completed" in RMS-CM, then printed and signed. The signed copy shall be sent to the COR and the data exported to the Resident Management System (RMS).

#### 1.12 SEVERE STORM PLAN

In the event of a severe storm warning, the Contractor must:

- a. Secure outside equipment and materials and place materials that could be damaged in protected areas.
- b. Check surrounding area, including roof, for loose material, equipment, debris, and other objects that could be blown away or against existing facilities.
- c. Ensure that temporary erosion controls are adequate.

#### PART 2 PRODUCTS (Not Applicable)

#### PART 3 EXECUTION

##### 3.1 CONSTRUCTION AND/OR OTHER WORK

Comply with USACE EM 385-1-1, NFPA 241, the APP, the AHA, Federal and/or State OSHA regulations, and other related submittals and activity fire and safety regulations. The most stringent standard prevails.

##### 3.1.1 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with USACE EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials.

##### 3.1.2 Unforeseen Hazardous Material

If material is encountered that may be hazardous to human health upon disturbance during construction operations, stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to "FAR 52.243-4, Changes" and "FAR 52.236-2, Differing Site Conditions."

##### 3.2 EXPLOSIVES

Explosives shall not be used or brought to the project site without prior

written approval from the Contracting Officer. Such approval shall not relieve the Contractor of responsibility for injury to persons or for damage to property due to blasting operations.

3.3 EXCAVATIONS

Perform soil classification by a competent person in accordance with 29 CFR 1926.

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## SECTION 01 42 00

## SOURCES FOR REFERENCE PUBLICATIONS

## PART 1 GENERAL

## 1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization (e.g., ASTM B564 Standard Specification for Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

## 1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS  
(AASHTO)  
444 North Capital Street, NW, Suite 249  
Washington, DC 20001  
Ph: 202-624-5800  
Fax: 202-624-5806  
E-Mail: [info@ashto.org](mailto:info@ashto.org)  
Internet: <https://www.transportation.org/>

ASTM INTERNATIONAL (ASTM)  
100 Barr Harbor Drive, P.O. Box C700  
West Conshohocken, PA 19428-2959  
Ph: 610-832-9500  
Fax: 610-832-9555  
E-mail: [service@astm.org](mailto:service@astm.org)  
Internet: <https://www.astm.org/>

)  
NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)  
1 Batterymarch Park  
Quincy, MA 02169-7471  
Ph: 800-344-3555  
Fax: 800-593-6372  
Internet: <https://www.nfpa.org>

) U.S. ARMY CORPS OF ENGINEERS (USACE)  
CRD-C DOCUMENTS available on Internet:  
<http://www.wbdg.org/ffc/army-coe/standards>  
Order Other Documents from:  
Official Publications of the Headquarters, USACE  
E-mail: [hqpublications@usace.army.mil](mailto:hqpublications@usace.army.mil)  
Internet: <http://www.publications.usace.army.mil/>

or

<https://www.hnc.usace.army.mil/Missions/Engineering-Directorate/TECHINFO/>  
U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

8601 Adelphi Road

College Park, MD 20740-6001

Ph: 866-272-6272

Internet: <https://www.archives.gov/>

Order documents from:

Superintendent of Documents

U.S. Government Publishing Office (GPO)

732 N. Capitol Street, NW

Washington, DC 20401

Ph: 202-512-1800 or 866-512-1800

Bookstore: 202-512-0132

Internet: <https://www.gpo.gov/>

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 45 00.15 09

RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM)

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  - 1.2.1 Correspondence and Electronic Communications
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- 1.3 RMS SOFTWARE
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    - 1.7.3.4 Three-Phase Control Meetings
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  - 1.7.6 Closeout
- 1.8 IMPLEMENTATION
- 1.9 MONTHLY COORDINATION MEETING
- 1.10 NOTIFICATION OF NONCOMPLIANCE

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section Table of Contents --

## SECTION 01 45 00.15 09

## RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM)

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2014) Safety and Health Requirements Manual

## 1.2 CONTRACT ADMINISTRATION

The Government will use the Resident Management System (RMS) to assist in its monitoring and administration of this contract. The Contractor uses the Government-furnished Construction Contractor Mode of RMS, referred to as RMS CM, to record, maintain, and submit various information throughout the contract period. The Contractor mode user manuals, updates, and training information can be downloaded from the RMS web site (<http://rmsdocumentation.com>). The joint Government-Contractor use of RMS facilitates electronic exchange of information and overall management of the contract. RMS CM provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

Administration Finances Quality Control  
Submittal Monitoring Scheduling  
Closeout  
Import/Export of Data

## 1.2.1 Correspondence and Electronic Communications

For ease and speed of communications, exchange correspondence and other documents in electronic format to the maximum extent feasible between the Government and Contractor. Correspondence, pay requests and other documents comprising the official contract record are also be provided in paper format, with signatures and dates where necessary. Paper documents will govern in the event of discrepancy with the electronic version.

## 1.2.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01 33 00 SUBMITTAL PROCEDURES, and Section 01 45 04.00 09 CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through RMS. Also, there is no separate payment for establishing and maintaining the RMS CM database, costs associated will be included in the contract pricing for the work.

1.3 RMS SOFTWARE

RMS is a Web-based program that can be run on a Windows based PC meeting the requirements as specified in Section 1.4. The Contractor shall download, install and be able to utilize the latest version of the RMS software from the Government's RMS Internet Website within 7 calendar days of receipt of Notice to Proceed from the Government. Any program updates of RMS CM will be made available to the Contractor via the Government RMS Website as the updates become available.

1.4 SYSTEM REQUIREMENTS

The following is the minimum system configuration required to run RMS and Contractor Mode:

| <b>MINIMUM RMS SYSTEM REQUIREMENTS</b> |   |
|--|---|
| <b>HARDWARE</b>                        |   |
| Windows-based PC                       | 1.5 GHz 2 core or higher processor  |
| RAM                                    | 8 GB  |
| Hard drive disk                        | 200 GB space for sole use by the RMS CM system  |
| Monitor                                | Screen resolution 1366 x 768  |
| Mouse or other pointing device         |   |
| Windows compatible printer             | Laser printer must have 4 MB+ of RAM  |
| Connection to the Internet             | minimum 4 Mbs per user  |
| <b>SOFTWARE</b>                        |   |
| MS Windows                             | Windows 7 x 64 bit (RMS requires 64 bit O/S) or newer   |
| Word Processing software               | Viewer for MS Word 2013, MS Excel 2013, or newer  |
| Microsoft.NET Framework                | Coordinate with Government QA Representative for free version required                                |
| Email                                  | MAPI compatible   |
| Virus protection software              | Regularly upgraded with all issued manufacturer's updates and is able to detect most zero day viruses |

1.5 RMS CM USER MANUAL

After contract award, download instructions for the installation and use of RMS CM from the Government RMS Internet Website.

## 1.6 CONTRACT DATABASE

After Notice to Proceed has been issued and prior to the pre-construction conference, the Government will provide the Contractor with basic contract award data to use for RMS. The Government will provide data updates to the Contractor as needed. These updates will generally consist of submittal reviews, correspondence status, Quality Assurance (QA) comments, and other administrative and QA data.

## 1.7 DATABASE MAINTENANCE

Establish, maintain, and update data in the RMS database throughout the duration of the contract. Submit data updates to the Government (e.g., daily reports, submittals, RFI's, schedule updates, payment requests) using RMS. The RMS database typically includes current data on the following items:

### 1.7.1 Administration

#### 1.7.1.1 Contractor Information

The Contractor's name, address, telephone numbers, management staff, and other required items. Within 7 calendar days of receipt of Notice to Proceed from the Government, the Contractor shall enter all missing Contractor administrative data and information into RMS CM.

#### 1.7.1.2 Subcontractor Information

The name, trade, address, phone numbers, and other required information for all subcontractors. Within 7 calendar days of receipt of Notice to Proceed from the Government, the Contractor shall enter all missing subcontractor administrative data and information into RMS CM. A subcontractor is listed separately for each trade to be performed. Assign each subcontractor/trade a unique Responsibility Code, available from within RMS. The Contractor shall enter all new subcontractor administrative data and information into RMS CM within 7 calendar days of the signing of the subcontractor agreement.

#### 1.7.1.3 Correspondence

Identify all Contractor correspondence to the Government with a serial number. Prefix correspondence initiated by the Contractor's site office with "S". Prefix letters initiated by the Contractor's home (main) office with "H". Letters are numbered starting from 0001 (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C" or "RFP".

#### 1.7.1.4 Equipment

The Contractor will enter into the RMS CM database a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

#### 1.7.1.5 Management Reporting

RMS includes a number of reports that Contractor management will use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various

sections of RMS. Among these reports are: Progress Payment Request worksheet, Quality Assurance/Quality Control (QA/QC) comments, Submittal Register Status, Three-Phase Control checklists.

#### 1.7.1.6 Request For Information (RFI)

Exchange all Requests For Information (RFI) using the Built-in RFI generator and tracker in RMS.

#### 1.7.2 Finances

##### 1.7.2.1 Pay Activity Data

Include within the RMS database a list of pay activities that the Contractor develops in conjunction with the construction schedule. The sum of pay activities equals the total contract amount, including modifications. Each pay activity must be assigned to a Contract Line Item Number (CLIN). The sum of the activities assigned to a CLIN equals the amount of each CLIN. The sum of all CLINs equals the contract amount.

##### 1.7.2.2 Payment Requests

Prepare all progress payment requests using RMS CM. Complete the payment request worksheet, prompt payment certification, and payment invoice in RMS. Update the work completed under the contract, measured as percent or as specific quantities, at least monthly. After the update, generate a payment request report using RMS. Submit the payment request, prompt payment certification, and payment invoice with supporting data using RMS CM. If permitted by the Contracting Officer, email or an optical disc may be used to submit a payment. A signed paper copy of the approved payment request is also required and will govern in the event of discrepancy with the electronic version.

#### 1.7.3 Quality Control (QC)

RMS CM provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other Contractor QC requirements. Maintain this data on a daily basis. Entered data will automatically output to the RMS generated daily report. Provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01 45 04.00 09 CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall update RMS reflecting the information contained in the accepted CQC Plan, including but not limited to: schedule; pay activities; features of work; submittal register; QC requirements; and equipment list.

##### 1.7.3.1 Daily Contractor Quality Control (CQC) Reports

RMS CM includes the means to produce the Daily CQC Report. The Contractor can use other formats to record basic Quality Control (QC) data. However, the Daily CQC Report generated by RMS must be the Contractor's official report. Summarize data from any supplemental reports by the Contractor and consolidate onto the RMS-generated Daily CQC Report. Submit daily CQC Reports as required by Section 01 45 04.00 09 CONTRACTOR QUALITY CONTROL. Electronically submit reports to the Government within 24 hours after the date covered by the report. Also provide the Government a signed, printed copy of the daily CQC report.

#### 1.7.3.2 Deficiency Tracking

The QC Daily Report Module is used to enter and track deficiencies. Deficiencies identified and entered into RMS by the Contractor or the Government will be sequentially numbered with a QC or QA prefix for tracking purposes. The Contractor shall enter each deficiency into RMS CM the same day that the deficiency is identified. The Contractor is responsible to monitor, track and resolve all QC and QA entered deficiencies. A deficiency is not considered to be corrected until the Government indicates concurrence in RMS.

#### 1.7.3.3 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in RMS. Update data on these QC requirements as work progresses, and promptly provide the information to the Government via RMS.

#### 1.7.3.4 Three-Phase Control Meetings

Maintain scheduled and actual dates and times of preparatory and initial control meetings in RMS. Agendas for the three-phase control meetings can be generated within RMS.

#### 1.7.3.5 Labor and Equipment Hours

Log labor and equipment exposure hours on a daily basis. The labor and equipment exposure data will be rolled up into a monthly exposure report.

#### 1.7.3.6 Accident/Safety Reporting

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be provided via RMS CM. Regularly update the correction status of the safety comments. In addition, utilize RMS CM or other trackable means, such as email or serial letter as deemed appropriate to the situation, to advise the Government of any accidents occurring on the jobsite. A brief supplemental entry of an accident is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 300.

#### 1.7.3.7 Features of Work

Include a complete list of the features of work in the RMS database. A feature of work is associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

#### 1.7.3.8 Hazard Analysis

Use RMS CM to develop a hazard analysis for each feature of work included in the CQC Plan. The Activity Hazard Analysis will include information required by EM 385-1-1.

#### 1.7.4 Submittal Management

The Government will provide the initial submittal register within RMS. Thereafter, the Contractor shall update RMS CM to maintain a complete and current list of submittals, including, but not limited to, dates when

submittals are received and returned by the Government. Use RMS CM to track and transmit submittals. ENG Form 4025, the submittal transmittal form, and the submittal register update is produced using RMS. RMS will be used to update, store and exchange submittal registers and transmittals. In addition to requirements stated in specification Section 01 33 00 SUBMITTAL PROCEDURES, actual submittals are to be stored in RMS CM, with hard copies also provided. Exception will be where the Contracting Officer specifies only hard copies required, where size of document cannot be saved in RMS CM, and where samples, spare parts, color boards, and full size drawings are to be provided.

#### 1.7.5 Schedule

Develop a construction schedule consisting of pay activities, in accordance with Section 01 00 00.00 09 GENERAL CONTRACT REQUIREMENTS. Input and maintain the schedule in the RMS database either manually or by using the Standard Data Exchange Format (SDEF). Include an updated schedule with each pay request.

#### 1.7.6 Closeout

Closeout documents, processes and forms are managed and tracked in RMS by both the Contractor and the Government. The Contractor shall ensure that all warranty entry and tracking closeout documents are entered, completed and documented within RMS CM.

#### 1.8 IMPLEMENTATION

Use of RMS CM as described in the preceding paragraphs is mandatory. Ensure that sufficient resources are available to maintain contract data within the RMS CM system. RMS CM is an integral part of the Contractor's management of quality control.

#### 1.9 MONTHLY COORDINATION MEETING

Update the RMS CM database each workday. At least monthly, generate and submit a schedule update. At least one week prior to the submittal of a schedule update, meet with the Government representative to review the schedule changes as well as the planned progress payment data submission for errors and omissions.

#### 1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. Take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, will be deemed sufficient for the purpose of notification.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

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SECTION 01 45 04.00 09

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ASTM INTERNATIONAL (ASTM)

|            |  |
|------------|--|
| ASTM D3740 | (2012a) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction |
| ASTM E329  | (2018) Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection                                      |

1.2 SUBMITTALS

Government approval is required for all submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Contractor Quality Control (CQC) Plan; G

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause INSPECTION OF CONSTRUCTION. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 15 days after receipt of Notice of Award of the contract and at least 7 days prior to the Preconstruction Conference, the Contractor Quality

Control (CQC) Plan proposed to implement the requirements of the Contract Clause INSPECTION OF CONSTRUCTION. The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

### 3.2.2 Content of the CQC Plan

The CQC Plan shall include, at a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project manager or someone higher in the Contractor's organization. Project manager in this context shall mean the individual with responsibility for the overall management of the project including quality and production.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.

d. Procedures for laying out the work, verifying that the work has been constructed as required, and documenting the results of these quality control activities.

e. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. Submittal procedures and submittal register management shall be in accordance with Section 01 33 00 SUBMITTAL PROCEDURES and Section 01 45 00.15 09 RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM), paragraph SUBMITTAL MANAGEMENT.

f. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test; and the Contractor shall update these requirements as the work progresses in accordance with Section 01 45 00.15 09 RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM), paragraph QC REQUIREMENTS. (Laboratory facilities will be validated.)

g. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests

including documentation in accordance with Section 01 45 00.15 09 RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM), paragraph THREE-PHASE CONTROL MEETINGS and paragraph QUALITY CONTROL (QC).

h. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected. Deficiency tracking shall be in accordance with Section 01 45 00.15 09 RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM), paragraph DEFICIENCY TRACKING.

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, and has separate control requirements. It could be identified by different trades or disciplines, or it could be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature under a particular section. This list will be agreed upon during the coordination meeting. The list of definable features of work shall be entered into the QCS database in accordance with Section 01 45 00.15 09 RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM), paragraph FEATURES OF WORK.

### 3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

### 3.2.4 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing a minimum of seven (7) calendar days prior to any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

### 3.3 CQC REPORTING PROCEDURES

CQC reporting procedures and report forms shall be in accordance with Section 01 45 00.15 09 RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM).

### 3.4 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The Contractor shall contact the Government to mutually schedule the Coordination Meeting at least 48 hours in advance of conducting the meeting. During the meeting, a mutual understanding of the system details shall be developed, including documentation and forms for recording the CQC operations, control activities, testing, administration of the system for both on-site and off-site work, and the interrelationship of the Contractor's management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the

Contractor and the Contracting Officer. The minutes shall become a part of the contract file. Within seven calendar days of the Government's acceptance of the CQC Plan, the Contractor shall submit a data diskette in accordance with Section 01 45 00.15 09 RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM), paragraph QUALITY CONTROL (QC). There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

### 3.5 QUALITY CONTROL ORGANIZATION

#### 3.5.1 Personnel Requirements

The Contractor shall identify an individual within his organization at the worksite who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This CQC System Manager shall be on the site at all times during construction and will be employed by the Contractor, except as noted in the following. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the System Manager's absence. Period of absence may not exceed 2 weeks at any one time, and not more than 30 workdays during a calendar year. The requirements for the alternate will be the same as for the designated CQC Manager.

#### 3.5.2 CQC Organization Staffing

The Contractor shall provide a CQC staff which shall be at the worksite at all times during progress, with complete authority to take any action necessary to ensure compliance with the contract.

##### 3.5.2.1 CQC Staff

The following are the minimum requirements for the CQC staff. These minimum requirements will not necessarily assure an adequate staff to meet the CQC requirements at all times during construction. The actual strength of the CQC staff may vary during any specific work period to cover the needs of the work period. When necessary for a proper CQC organization, the Contractor will add additional staff at no cost to the Government. This listing of minimum staff in no way relieves the Contractor of meeting the basic requirements of quality construction in accordance with contract requirements. All CQC staff members shall be subject to acceptance by the Contracting Officer.

##### 3.5.2.2 CQC System Manager

The CQC System Manager shall be an experienced construction person with a minimum of 5 years experience in related work. The CQC System Manager, and alternate when serving as System Manager, shall perform no other duties in addition to quality control. The CQC System Manager and alternate shall have successfully completed the course "Construction Quality Management for Contractors" within the past 5 years, and must have a current and valid certificate showing the date and location the course was taken. This course is offered throughout the U.S. Army Corps of Engineers at various locations nationwide. Course dates and locations within the Mississippi Valley Division can be viewed on their Internet website at the following address:  
<https://www.mvd.usace.army.mil/Missions/EngineeringandConstruction-E-C/>  
then click on Construction Quality Management (CQM) for Contractors classes. This course is periodically offered at Vicksburg, MS. The POC

for this course is Mr. Abe Kidder at (601) 631-5096.

### 3.5.2.3 Supplemental Personnel

A staff shall be maintained under the direction of the CQC System Manager to perform all CQC activities. The staff must be of sufficient size to ensure adequate CQC coverage of all work phases, work shifts, and work crews involved in the construction. These personnel may perform other duties, but must be fully qualified by experience and technical training to perform their assigned CQC responsibilities and must be allowed sufficient time to carry out these responsibilities. The CQC Plan will clearly state the duties and responsibilities of each staff member.

### 3.5.3 Organizational Changes

The Contractor shall obtain Contracting Officer's acceptance before replacing any member of the CQC staff. Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

## 3.6 SUBMITTALS

Submittals shall be made as specified in Section 01 33 00 SUBMITTAL PROCEDURES and the Submittal Register shall be maintained by the Contractor as specified in Section 01 45 00.15 09 RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM), paragraph SUBMITTAL MANAGEMENT. The Contractor shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

## 3.7 CONTROL

The controls shall include at least three phases of control to be conducted by the CQC System Manager for all definable features of work, as follows:

### 3.7.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. A check to assure that provisions have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the

contract.

f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for constructing the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.

i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

j. Discussion of the initial control phase.

k. The Government shall be notified at least 48 hours in advance of beginning any of the required action of the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

### 3.7.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

a. A check of preliminary work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verification of full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with sample panels as appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not

being met.

### 3.7.3 Follow-up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

### 3.7.4 Additional Preparatory and Initial Phases

As determined by the Government, additional preparatory and initial phases shall be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, onsite production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

## 3.8 TESTS

### 3.8.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Testing includes operation and acceptance tests when specified. The Contractor shall procure the services of a Government validated independent, commercial testing laboratory to perform all required testing in this contract unless otherwise specified. The proposed laboratory shall be submitted as part of the Quality Control Plan for review and approval, and must be validated to perform the specific tests required under this contract. A list of laboratories currently validated is available at:

[https://media.defense.gov/2017/Apr/19/2001734627/-1/-1/1/170418\\_CEERD-GMC\\_VALIDATEDLAB](https://media.defense.gov/2017/Apr/19/2001734627/-1/-1/1/170418_CEERD-GMC_VALIDATEDLAB)

In the event the Contractor's designated validated laboratory loses its validation during the course of this contract, the Contractor shall immediately cease use of the laboratory until validation is reestablished. If validation is not reestablished, the Contractor shall obtain the services of another validated laboratory to complete any remaining testing. Laboratory validations by the Government may require several months; however, any contract delays due to validation issues shall not be the basis for a claim against the Government for time extensions or additional costs. Notice to Proceed for this contract will not be delayed to allow additional time for validations. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have

been prepared.

e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Additionally, the results shall be recorded in a log book available for review at any time during the contract and be furnished at the conclusion of the contract. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. If approved, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility will be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

### 3.8.2 Testing Laboratories

#### 3.8.2.1 Capability Check

In addition to the laboratory validation process, the Government reserves the right to check laboratory equipment in the Contractor's designated laboratory at any time during the contract for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D3740 and ASTM E329.

#### 3.8.2.2 Capability Recheck

If the Contractor's designated laboratory fails a capability check, the Contractor will be assessed a charge of \$3,000.00 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

### 3.8.3 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at the following address:

U.S. Army Corps of Engineers  
 Engineer Research and Development Center (CEERD)  
 3909 Halls Ferry Road  
 Vicksburg, Mississippi 39180-6199

Coordination for each specific test, exact delivery location, and dates will be made through the Contracting Officer's Representative.

## 3.9 COMPLETION INSPECTION

### 3.9.1 Punch-Out Inspection

Near the completion of the work, or any increment of the work established by a time stated in Section 00 80 00.00 09 SPECIAL CONTRACT REQUIREMENTS, paragraph COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK, or stated elsewhere in the specifications, the CQC System Manager shall conduct an

inspection of the work and develop a "punch list" of items which do not conform to the approved drawings and specifications. Such a list of deficiencies/uncompleted work shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies/uncompleted work shall be corrected/completed. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies/uncompleted work have been corrected/completed. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government "Pre-Final" inspection.

### 3.9.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph will be accomplished within the time stated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

### 3.9.3 Final Acceptance Inspection

The Contractor's Quality Control System Manager, his Superintendent or other primary personnel, and the Contracting Officer's Representative shall be in attendance at this inspection. The customer and other Government personnel may also be in attendance. In the event of unavailability of the Contractor's representative, the Contracting Officer may elect to conduct the final acceptance inspection as scheduled. The Contracting Officer will formally schedule the final acceptance inspection based upon the results of the pre-final inspection. At least 14 calendar days prior to the scheduled final acceptance inspection, the Contractor shall give Contracting Officer a written notice of completion. The notice shall include the Contractor's assurance that all items previously identified to the Contractor as being unacceptable and all remaining work under the contract will be completed and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection costs in accordance with the Contract Clause INSPECTION OF CONSTRUCTION.

### 3.10 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on the form as specified in SSection 01 45 00.15 09 RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM), paragraph DAILY CONTRACTOR QUALITY CONTROL (CQC) REPORTS, and shall include as a minimum the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for

repair.

- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. Reports shall be submitted as specified in Section 01 45 00.15 09 RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM), paragraph DAILY CONTRACTOR QUALITY CONTROL (CQC) REPORTS, except that reports need not be submitted for days on which no work is performed. At a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

### 3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for costs or damages by the Contractor.

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## SECTION 01 57 20.00 09

## ENVIRONMENTAL PROTECTION

## PART 1 GENERAL

## 1.1 DEFINITIONS

Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; unfavorably alter ecological balances of importance to life; or degrade the environment for aesthetic, cultural or historical purposes. Environmental protection is the prevention and/or control of pollution that develops during normal construction practice. The control of environmental pollution and damage requires consideration of air, water, soil, and land resources; and includes management of visual aesthetics; noise; solid, chemical, and liquid waste; radiant energy and radioactive materials; and other pollutants.

## 1.2 SUBMITTALS

Government approval is required for all submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Environmental Protection Plan; G, GA

## 1.3 ENVIRONMENTAL PROTECTION REQUIREMENTS

A plan shall be developed to provide for environmental protective measures to prevent and/or control pollution that may develop during construction. The plan shall contain protective measures required to prevent or correct conditions that may develop during the construction. The liability for environmental noncompliance shall be borne by the Contractor.

## 1.3.1 Environmental Protection Plan

Within 15 days after receipt of Notice of Award of the contract and at least 7 days prior to the Preconstruction Conference, the Contractor shall submit in writing an Environmental Protection Plan. No physical work at the site shall begin until the Contracting Officer has approved the plan and provided specific authorization to start a phase of the work. Preparation and submittal of supplemental plan(s) may be necessary for later phases of work. A copy of the complete Environmental Protection Plan shall be maintained on-site at all times during the life of the contract. The environmental protection plan shall include but not be limited to the following:

## 1.3.1.1 Protection of Features

In accordance with the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS, the Contractor shall

develop methods for the protection of features to be preserved within authorized work areas. The Contracting Officer will prepare a list of resources needing protection and preservation (i.e., trees, shrubs, vines, grasses and ground cover, wetlands, landscape features, air quality, noise levels, surface and ground water quality, fish and wildlife, soil, historic, archaeological and cultural resources). The Contractor's plan shall identify methods to protect these and other resources present and specify measures to protect the environment should an accident, natural causes of pollution, or failure to follow the environmental protection plan occur during construction. The Contractor's plan shall specify how the quality and protective measures of these resources shall be monitored. Furthermore the Contractor's plan shall specify how and where waste shall be disposed.

#### 1.3.1.2 Procedures

The Contractor shall implement procedures to provide the required environmental protection and to comply with the applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the environmental protection plan.

#### 1.3.1.3 Permit or License

The Contractor shall obtain all needed permits or licenses. The Contractor shall be responsible for complying with all permits and licenses throughout the duration of this contract.

#### 1.3.1.4 Drawings

The Contractor shall include drawings identifying the areas of limited use or nonuse and show locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, stockpiles of earth materials, and disposal areas for excess earth material and unsuitable earth materials.

#### 1.3.1.5 Recycling and Waste Prevention Plan

The Contractor shall submit as a part of the Environmental Protection Plan, a Recycling and Waste Prevention Plan.

#### 1.3.1.6 Environmental Monitoring Plans

The Contractor shall include environmental monitoring plans for the job site which incorporate land, water, air and noise monitoring.

#### 1.3.1.7 Traffic Control Plan

The Contractor shall include a traffic control plan for the job site. This plan shall focus on reducing erosion of temporary roadbeds by construction traffic, especially during wet weather, and reducing the amount of mud transported onto paved public roads by motor vehicles or runoff.

#### 1.3.1.8 Surface and Ground Water

The Contractor shall establish methods of protecting surface and ground water during construction activities. These water courses, including but

not limited to all rivers, streams, bayous, lakes, ponds, bogs, and wetlands, shall be protected from pollutants such as petroleum products, fuels, oils, lubricants, bentonite, bitumens, calcium chloride, acids, waste washings, sewage, chlorinated solutions, herbicides, insecticides, lime, wet concrete, cement, silt, or organic or other deleterious material. Chemical emulsifiers, dispersants, coagulants, or other cleanup compounds shall not be used without prior written approval from the Contracting Officer. Waters used to wash equipment shall be disposed to prevent entry into a waterway until treated to an acceptable quality. Fuels, oils, greases, bitumens, chemicals, and other nonbiodegradable materials shall be contained with total containment systems and removed from the site for disposal in an approved manner.

#### 1.3.1.9 Noise Intrusion

The Contractor shall exercise controls to minimize damage to the environment by noise from construction activities. All Contractor's, subcontractors', and suppliers' equipment used on or in the vicinity of the job site shall be equipped with noise suppression devices. Equipment not so suppressed and properly maintained must be approved for use in writing by the Contracting Officer. Areas that have noise levels greater than 85 dB continuous or 140 dB peak (unweighted) impulse must be designated as noise hazardous areas. These work areas must have caution signs displayed at the perimeter of the noise area indicating the presence of hazardous noise levels and requiring the use of hearing protection devices.

#### 1.3.1.10 Work Area Plan

The Contractor shall include a work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan shall include measures for marking the limits of use areas.

#### 1.3.1.11 Plan of Borrow Area(s)

All borrow areas will be furnished by the Government as shown on the drawings and as specified in Section 31 23 00.00 09 EXCAVATION. Contractor furnished borrow areas will not be permitted. The Contractor shall include a plan of borrow area(s) for the project.

#### 1.3.1.12 Contaminant Prevention Plan

The Contractor shall identify potentially hazardous substances to be used on the job site and intended actions to prevent accidental or intentional introduction of such materials into the air, water or ground. The Contractor shall detail provisions to be taken regarding the storage and handling of these materials. The plan shall include, but not be limited to, plans for preventing polluted runoff from plants, parked equipment, and maintenance areas from entering local surface and ground water sources.

#### 1.3.1.13 Storm Water Pollution Prevention Plan

As required in Section 01 57 23.01 09 STORM WATER POLLUTION PREVENTION PLAN, the Contractor shall address the impact of construction upon erosion of the earth's surface and the introduction of pollutants into water courses. The Storm Water Pollution Prevention Plan shall include the Contractor's plan for controlling pollution, sediment and soil erosion and for disposing of wastes. The plan shall identify all temporary and

permanent erosion and sediment control measures adopted such as soil stabilization, seeding, mulching, sprinkling, ditching, diking, draining, and constructing sedimentation basins, silt fences, straw bales and diversion ditches.

#### 1.4 ENVIRONMENTAL LITIGATION

a. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor, or a Subcontractor at any tier, not required by the terms of the contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor, or a Subcontractor at any tier, other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the SUSPENSION OF WORK clause of this contract. The period of such suspension, delay, or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

b. The term "Environmental Litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

#### PART 2 PRODUCTS (Not Applicable)

#### PART 3 EXECUTION

##### 3.1 PROTECTION OF ENVIRONMENTAL RESOURCES

The Contractor shall protect the environmental resources, such as, but not limited to, historic, archaeological and cultural resources; land, water (rivers, streams, bayous, lakes, ponds, bogs, and wetlands), and air resources; and fish and wildlife resources within the project boundaries and those affected outside the limits of permanent work under this contract.

##### 3.1.1 Protection of Land Resources

In accordance with the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS, the land resources within the project boundaries and those affected outside the limits of work under this contract shall be preserved in their present condition or be restored to an equivalent condition upon completion of the work. Prior to initiating any construction, the Contractor shall identify all land resources to be preserved within the work area, including those identified by the Contracting Officer. The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and landforms without permission from the Contracting Officer unless otherwise specified. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall

provide effective protection for land and vegetation resources at all times and shall be responsible for any subsequent damage as defined in the following subparagraphs.

#### 3.1.1.1 Work Area Limits

Prior to any construction, the Contractor shall mark the areas within the designated work areas that are not required to accomplish work to be performed under this contract and which are to be protected. Monuments and markers shall be protected during construction. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to his personnel the purpose of marking and protecting all necessary objects.

#### 3.1.1.2 Protection of Landscape

Trees, shrubs, vines, grasses, landforms and other landscape features, indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques.

#### 3.1.1.3 USDA Quarantined Considerations

See Section 01 00 00.00 09 GENERAL CONTRACT REQUIREMENTS, paragraph WORK IN QUARANTINED AREA.

#### 3.1.1.4 Location of Contractor On-Site Facilities

The Contractor's on-site field offices, staging areas, stockpile storage, and temporary buildings shall be placed in approved areas. Temporary movement or relocation of Contractor on-site facilities shall be only on approval by the Contracting Officer.

#### 3.1.1.5 Borrow Areas

Borrow areas shall be managed by the Contractor to minimize erosion and to prevent sediment from entering rivers, streams, bayous, lakes, ponds, bogs, and wetlands, or affecting known or discovered cultural resource properties.

#### 3.1.1.6 Disposal Areas on Government Property

Material disposal on government property shall be limited to those areas as specified in Section 31 11 00.00 09 CLEARING AND GRUBBING, paragraph BURYING, and Section 31 23 00.00 09 EXCAVATION, paragraph UNSUITABLE MATERIALS. The disposal areas shall be managed and controlled to prevent erosion of soil or sediment from entering rivers, streams, bayous, lakes, ponds, bogs, and wetlands. Special emphasis shall be placed on avoiding impacts to wetlands. Disposal areas shall be developed and managed in accordance with the grading plan indicated on the contract drawings or as approved.

#### 3.1.1.7 Disposal of Solid Wastes

Solid wastes (not including clearing debris) shall be any waste excavated or generated by the Contractor. Solid waste shall be placed in accessible containers and disposed on a regular schedule to prevent the accumulation of waste on-site. All handling and disposal shall be conducted to prevent spillage and contamination. The Contractor shall transport all solid

waste off government property and dispose properly. The Contractor shall participate in any State or local recycling programs to reduce the volume of solid waste materials at the source whenever practical. The location of on-site waste receptacles cannot be placed on project drawings due to the linear nature of the project. The location of solid waste receptacles is expected to move with the progress of the project.

#### 3.1.1.8 Disposal of Hazardous Wastes

Hazardous waste shall be stored, removed from the work area, and disposed of in accordance with all applicable Federal, State, and local laws and regulations. Hazardous waste shall not be dumped onto the ground; into storm sewers; or open water courses, including but not limited to all rivers, streams, bayous, lakes, ponds, bogs, and wetlands; or into the sanitary sewer system. Fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation.

#### 3.1.1.9 Disposal of Discarded Materials

Discarded materials that cannot be included in the solid waste category shall be handled as approved.

#### 3.1.1.10 Disposal of Used Oils

Used oils and/or lubricants shall be disposed of in accordance with all Federal, State, and local laws and regulations. The Contractor shall collect used oil and/or lubricants in leak-tight containers, ensure that all openings on the containers are tightly sealed (including the drum ring and bung closures), and label the containers to clearly indicate contents. Disposal through a used oil recycler is required. The Contractor shall ensure that the recycler has all appropriate State and Federal permits.

#### 3.1.1.11 Refueling Facilities and Equipment Maintenance Areas

Fuel tanks should have secondary containment measures to ensure that fuel does not leave the construction site and enter into nearby water bodies or wetlands. The contractor shall provide a Spill Prevention, Control, and Countermeasure (SPCC) Plan for fuel tanks that will be stored on-site. Necessary controls to implement the SPCC Plan shall be on-site in an accessible location for use if a spill does occur. All refueling operations shall be performed in a manner as to prevent fuels from leaving the construction site and entering water bodies or wetlands. Equipment maintenance operations shall also be performed in a manner to prevent fuel, oils, and grease from leaving the site and entering water bodies or wetlands. The location of on-site fueling operations and maintenance activities are not on project drawings due to the linear nature of the project. The location of the refueling and maintenance activities is expected to move with the progress of the project.

#### 3.1.1.12 Storage of Herbicides, Pesticides, and Fertilizers

Herbicides, Pesticides, and Fertilizers that are to be used in the construction of the project shall be either stored off-site or in a waterproof container to prevent the movement of these chemicals off-site from stormwater. Due to the linear nature of the project, the location of the storage facilities for herbicides, pesticides, and fertilizers is not shown on the project drawings.

### 3.1.2 Historical, Archaeological and Cultural Resources

The Contractor shall take precautions to preserve existing historical, archaeological and cultural resources. The Contractor shall install protection for these resources and shall be responsible for their preservation during this contract. If during construction activities the Contractor observes items that may have archaeological or historic value (e.g., when Native American human remains and associated objects are discovered), the Contractor shall stop work in the area, leave the items undisturbed, and immediately report the find to the Contracting Officer. Such items may include historic artifacts of glass, metal and ceramics, or prehistoric artifacts such as stone tools, ceramics, bone, and shell. The Contractor shall not judge the potential significance of any suspected cultural material, but shall report all findings to the Contracting Officer.

### 3.1.3 Protection of Water Resources

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters, including but not limited to all rivers, streams, bayous, lakes, ponds, bogs, and wetlands. All construction activities shall meet the requirements of the National Pollutant Discharge Elimination System (NPDES) General Permits for Storm Water Discharges from Construction Sites. Discharges of any pollutant into the water courses is strictly prohibited, unless accepted by the Contracting Officer.

#### 3.1.3.1 Waste Water

Waste water directly derived from washing equipment, or any other construction activities shall not be discharged into any natural water areas, including but not limited to all rivers, streams, bayous, lakes, ponds, bogs, and wetlands.

#### 3.1.3.2 Monitoring of Water Areas Affected by Construction Activities

The Contractor shall be responsible for monitoring all water areas affected by construction activities. In the event that water quality violations result from the Contractor's operation, the Contractor shall suspend the operation or operations causing the pollution, and such suspension shall not form the basis for a claim against the Federal government.

### 3.1.4 Protection of Aquatic and Wildlife Resources

The Contractor shall keep construction activities under surveillance, management, and control to prevent interference with, disturbance to, and damage to aquatic resources and/or wildlife, including but not limited to all rivers, streams, bayous, lakes, ponds, bogs, and wetlands. Special emphasis shall be placed on protecting wetlands. Species that require specific attention as defined by law or specified by the Contracting Officer, along with measures for their protection, shall be listed by the Contractor prior to beginning of construction operations.

### 3.1.5 Protection of Air Resources

The Contractor shall keep construction activities under surveillance, management and control to minimize pollution of air resources. Special

management techniques as set out below shall be implemented to control air pollution by the construction activities.

#### 3.1.5.1 Particulates

Dust particles, aerosols, and gaseous by-products from all construction activities, disturbed areas, and/or processing and preparation of materials, such as from asphaltic batch plants, shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, disposal sites, borrow areas, and all other work areas within or outside the project boundaries free from particulates which would cause air pollution standards specified in paragraph PROTECTION OF AIR RESOURCES to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, light bituminous treatment, baghouse, scrubbers, electrostatic precipitators, or other methods will be permitted to control particulates in the work area. Sprinkling shall be repeated at such intervals as to keep the disturbed area damp at all times.

#### 3.1.5.2 Hydrocarbons and Carbon Monoxide

Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal, State, and local allowable limits at all times.

#### 3.1.5.3 Volatile Organic Compound (VOC)

The Contractor shall comply with Federal, State, and local laws and regulations pertaining to emission of VOC vapors at all times.

#### 3.1.5.4 Odors

Odors shall be controlled at all times for all construction activities, including processing and preparation of materials.

#### 3.1.5.5 Monitoring Air Quality

Monitoring of air quality at the construction site(s) shall be the responsibility of the Contractor.

### 3.2 NONCOMPLIANCE

If the Contracting Officer notifies the Contractor in writing of any observed noncompliance with contract requirements or Federal, State, or local laws, regulations, or permits, the Contractor shall take all necessary action to correct the noncompliance. Such notice, when delivered to the Contractor at the worksite, shall be deemed sufficient for the purpose of notification. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action is taken. No time extensions will be granted or costs or damage allowed to the Contractor for any such suspension. (See also the Contract Clause PERMITS AND RESPONSIBILITIES.)

### 3.3 CONTAINMENT AND CLEANUP OF CONTAMINANT RELEASES

The Contractor shall provide the Contracting Officer for approval, a contaminant containment and cleanup plan including the procedures, instructions, and reports to be used in the event of an unforeseen

substance release. This plan shall include as a minimum:

- a. The name of the individual who will be responsible for implementing and supervising the containment and cleanup.
- b. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.
- c. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material placement equipment available in case of an unforeseen spill emergency.
- d. The methods and procedures to be used for expeditious contaminant cleanup.
- e. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer in addition to the legally required reporting channels when a reportable quantity spill of oil or hazardous substance occurs.

#### 3.4 POSTCONSTRUCTION CLEANUP

The Contractor shall clean up areas used for construction and remove all signs of temporary construction facilities; Contractor office, storage and staging areas; quarry and borrow areas, and all other areas used by the Contractor during construction. Furthermore, the disturbed areas shall be graded and filled as approved by Contracting Officer. Restoration of original contours is not required unless specified in another section. (See also the Contract Clause CLEANING UP.)

#### 3.5 RESTORATION OF LANDSCAPE DAMAGE

All landscape features damaged or destroyed during construction operations that were not identified for removal shall be restored. Any vegetation or landscape feature damaged shall be restored as nearly as possible to its original condition. (See also the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS.)

#### 3.6 MAINTENANCE OF POLLUTION FACILITIES

The Contractor shall maintain all constructed facilities and portable pollution control devices for the duration of the contract or for the length of time construction activities create the particular pollutant.

#### 3.7 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL

Contractor personnel shall be trained in environmental protection and conduct environmental protection meetings monthly. The training and meeting agenda shall include methods of detecting and avoiding pollution, wetland identification, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities (vegetative covers, and instruments required for monitoring purposes) to insure adequate and continuous environmental pollution control. Personnel are to be informed of provisions for hazardous and toxic materials container labeling and for managing Material Safety Data Sheets (MSDS).

Anticipated hazardous or toxic chemicals shall also be reviewed. Other items to be discussed shall include recognition and protection of archaeological sites, artifacts, and wetlands. The Contractor shall include training topics discussed and attendance as a part of his daily CQC Report.

-- End of Section --

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## SECTION 01 57 23.01 09

## STORM WATER POLLUTION PREVENTION PLAN

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## ASTM INTERNATIONAL (ASTM)

|             |  |
|-------------|--|
| ASTM D 4354 | (1999; R 2009) Sampling of Geosynthetics for Testing                                   |
| ASTM D 4439 | (2004) Geosynthetics   |
| ASTM D 4491 | (1999a; R 2009) Water Permeability of Geotextiles by Permittivity                      |
| ASTM D 4533 | (2004; R 2009) Trapezoid Tearing Strength of Geotextiles                               |
| ASTM D 4632 | (2008) Grab Breaking Load and Elongation of Geotextiles                                |
| ASTM D 4751 | (2004) Determining Apparent Opening Size of a Geotextile                               |
| ASTM D 4759 | (2002; R 2007) Determining the Specification Conformance of Geosynthetics              |
| ASTM D 4873 | (2002; R 2009) Identification, Storage, and Handling of Geosynthetic Rolls and Samples |

## 1.2 SYSTEM DESCRIPTION

All construction activities conducted by the Contractor shall be performed in full compliance with the latest version of the State of Louisiana Storm Water General Permit for Construction Activities. Pursuant to the State of Louisiana Storm Water General Permit for Construction Activities, the requirements contained herein shall constitute the Storm Water Pollution Prevention Plan, hereafter called the SWPP Plan for this contract. The Contractor shall implement and diligently pursue all measures required herein. The Contractor shall be responsible for the payment of all applicable permit fees for the duration of this contract. The purpose of the SWPP Plan is to control soil erosion and storm water runoff caused by the construction activities under this contract to the extent necessary to prevent sediment from accumulating in existing drainage ditches, or entering the adjacent streams, and Ouachita River. Requirements under this section of the specifications are supplemental to and shall become part of the overall Environmental Protection Plan required by Section 01 57 20.00 09 ENVIRONMENTAL PROTECTION.

### 1.2.1 Process for Viewing Current Louisiana Storm Water General Permit

The latest permit and applicable forms are available on the Internet at <http://www.deq.louisiana.gov/portal/Portals/0/permits/lpdes/LAR100000.pdf>. Prior to making an offer, offerors should view the referenced website for the latest permit requirements and applicable forms. No separate payment will be made for complying with the requirements of this Section, or for obtaining and complying with requirements of the Louisiana Storm Water General Permit, or for obtaining and complying with any other permits required for this contract.

### 1.2.2 Permit Notifications

The Contractor shall notify the permitting agency by submitting a Notice of Intent and Notice of Termination as required by the General Permit for storm water discharges for this project as stated below. The Contractor shall maintain copies of all correspondence with the permitting agency with the SWPP Plan for the duration of this contract.

### 1.2.3 Notice of Intent

The Contractor shall obtain a Louisiana Storm Water General Permit for Construction Activities by submitting a completed and certified Notice of Intent (NOI) along with any applicable permitting fees to the Louisiana Department of Environmental Quality (LDEQ), Office of Environmental Services. The Contractor shall certify and submit the NOI to the permitting agency at least 48 hours (business days) prior to beginning work. The Contractor shall be responsible for maintaining all necessary stormwater permit documentation and permitting fees throughout the life of the project. The Contractor shall provide six copies of the certified NOI to the Contracting Officer at least 7 days prior to the Preconstruction Conference. See Section 01 00 00.00 09 GENERAL CONTRACT REQUIREMENTS, paragraph PRECONSTRUCTION CONFERENCE.

### 1.2.4 Notice of Termination

Upon successful completion of all permanent erosion and sediment controls for this project, and at the direction of the Contracting Officer, the Contractor shall submit a Notice of Termination (NOT) to the permitting agency certifying that all permanent erosion and sediment controls have been completed.

### 1.2.5 Permit Notice

The Contractor shall post a notice in a conspicuous place near the main entrance of the construction site providing: the Storm Water Permit number for this project or a copy of the NOI if a permit number has not been issued, the name and telephone number of a local contact person, a description of the project, and the location of the SWPP Plan.

## 1.3 SUBMITTALS

Government approval is required for all submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

## SD-07 Certificates

## Filter Fabric

The Contractor shall submit a certificate of compliance attesting that the filter fabric meets the specified requirements.

## 1.4 SITE DESCRIPTION

## 1.4.1 Nature of Construction Activity

The work consists of furnishing all plant, labor, materials, and equipment, and constructing the bank stabilization and levee setback on the Ouachita River in the Ouachita and Caldwell Parishes, Louisiana. Principal features of the work include mobilization and demobilization, clearing and grubbing, existing turf maintenance and new turf establishment, excavation, inspection trench, semi-compacted levee embankment, removing and replace existing gravel surfacing, crushed stone surfacing, storm water pollution prevention, and environmental protection.

## 1.4.2 Major Activities Which Disturb Soils

The major activities which will disturb the soil at the site include clearing and grubbing, excavation, embankment construction, and grading.

## 1.4.3 Estimated Areas Affected

The total area of the construction site is approximately 40 acres. The area of soil that will be disturbed is approximately 18 acres.

## 1.4.4 Runoff Coefficient

The estimated runoff coefficient at the site will be 0.55 after construction activities are completed.

## 1.4.5 Contract Drawings and Specifications

The following features are shown on or can be determined from the contract drawings and specifications:

- a. The approximate slopes after the major construction activities.
- b. Areas of soil disturbance.
- c. The location where stabilization practices are required.
- d. Surface waters.
- e. Typical best management practices which are anticipated to be used in the control of sediment and erosion control.

## 1.4.6 Waters Affected

The surface water which may be affected by this contract is the Ouachita River. A review of the State of Louisiana latest Section 303(d) List does not identify this waterbody as being impaired.

1.4.7 Non-Storm Water Discharges

1.4.7.1 Allowable Non-Storm Water Discharges

- a. Discharges from actual fire-fighting activities.
- b. Fire hydrant flushing.
- c. Water used to control dust.
- d. Potable water sources including uncontaminated water line flushing.
- e. Routine external building wash down that does not use detergents.
- f. Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used.
- g. Uncontaminated air conditioning or compressor condensation.
- h. Uncontaminated ground water or spring water.
- i. Foundation or footing drains where flows are not contaminated with process materials such as solvents.
- j. Uncontaminated excavation dewatering.
- k. Landscape irrigation.
- l. Water used to wash vehicles, wheel wash water and other wash waters where detergents are not used.

1.4.7.2 Prohibited Non-Storm Water Discharges

- a. Wastewater from washout of concrete (unless managed by appropriate control).
- b. Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials
- c. Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance.
- d. Soaps or solvents used in vehicle and equipment washing.
- e. Wastewater from sanitary facilities, including portable toilets.

1.5 CONTROLS

The controls and measures required by the Contractor are described below.

1.5.1 Erosion and Sediment Controls

1.5.1.1 Stabilization Practices

- a. General - The stabilization practices required to be implemented shall include permanent seeding, mulching, erosion control matting, preservation of mature vegetation, etc. However, the Contractor may, at his option and at no additional cost to the Government, provide a

fall and winter temporary erosion control measure by seeding with rye grass or other approved winter grasses. The Contractor shall maintain a log of the dates when the major grading activities occur, (e.g., clearing and grubbing, excavation, embankment construction, and grading); when construction activities permanently cease on a portion of the site; and when stabilization practices are initiated, and shall attach this log to the SWPP Plan. Except as precluded by unsuitable conditions caused by the weather, stabilization practices shall be initiated as soon as practicable, but within no more than 14 days, in any portion of the site where construction activities have permanently ceased.

b. Interim Stabilization Practices - The interim stabilization practices required are described below.

(1) Only trees that are within the indicated limits to construct the permanent work shall be removed.

(2) Existing vegetative cover shall be preserved to the extent possible to reduce erosion.

c. Permanent Stabilization Practices - The permanent stabilization practices to be implemented are described below.

(1) Permanent seeding (establishment of turf) shall be performed in accordance with Section 32 92 00.00 09 EXISTING TURF MAINTENANCE AND NEW TURF ESTABLISHMENT.

(2) Mulch shall be placed on areas of permanent turfing treatment as specified.

#### 1.5.1.2 Structural Practices

a. General - Structural practices shall be implemented to divert flows from exposed soils, temporarily store flows, or otherwise control runoff in order to prevent sediments from accumulating in existing drainage ditches, leaving the contract rights-of-way, or entering the Ouachita River. The Contractor shall implement the required structural practices and the necessary structural practices as may be required to control runoff for his construction methods and procedures. The installation of these measures may be subject to Section 404 of the Clean Water Act. The Contractor shall be responsible for obtaining the Section 404 permit if required for any structural practice he proposes to implement. Structural practices shall be implemented in a timely manner during the construction process to minimize erosion and sediment runoff. Structural practices shall be removed after they have served their intended purpose and after their removal has been approved by the Contracting Officer.

b. Devices - Structural practices may include but shall not be limited to the following devices (typical details are shown on the drawings):

(1) Silt fences

(i) General

Filter fabric shall meet the requirements of PART 2 PRODUCTS, paragraph FILTER FABRIC.

Filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life at a temperature range of 0 degrees F to 120 degrees F.

If wooden stakes are utilized for silt fence construction, they shall have a minimum diameter of 2 inches when oak is used and 4 inches when pine is used. Wooden stakes shall have a minimum length of 5 feet.

If steel posts (standard "U" or "T" section) are utilized for silt fence construction, they shall have a minimum weight of 1.33 pounds per linear foot and a minimum length of 5 feet.

Wire fence reinforcement for silt fences using standard strength filter fabric shall be a minimum of 14 gauge and shall have a maximum mesh spacing of 6 inches.

(ii) Installation

The height of a silt fence shall be a minimum of 16 inches above the ground surface and shall not exceed 34 inches above the ground surface.

The filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are unavoidable, filter fabric shall be spliced together only at a support post with a minimum 6 inch lap and securely sealed.

A trench shall be excavated approximately 4 inches wide and 4 inches deep on the upslope side of the proposed location of the measure.

When wire support is used, standard-strength filter fabric may be used. Posts for this type of installation shall be placed a maximum of 10 feet apart. The wire mesh fence shall be fastened securely to the upslope side of the posts using heavy duty wire staples at least 1 inch long, tie wires or hog rings. The wire shall extend into the trench a minimum of 2 inches and shall not extend more than 34 inches above the ground surface. The standard strength fabric shall be stapled or wired to the wire fence, and 8 inches of the fabric shall be extended into the trench. The fabric shall not be stapled to existing trees.

When wire support is not used, extra-strength filter fabric shall be used. Posts for this type of fabric shall be placed a maximum of 6 feet apart. The filter fabric shall be fastened securely to the upslope side of the posts using 1 inch long (minimum) heavy-duty wire staples or tie wires and 8 inches of the fabric shall be extended into the trench. The fabric shall not be stapled to existing trees.

The 4 inch by 4 inch trench shall be backfilled and the soil compacted over the filter fabric.

Silt fences shall be removed upon approval by the Contracting Officer.

## (2) Straw Bales.

## (i) Installation

Bales shall be placed in a single row, lengthwise on the contour, with ends of adjacent bales tightly abutting one another. Bale rows used to retain sediment shall be turned uphill at each end of each row.

All bales shall be either wire-bound or string-tied. Straw bales shall be installed so that bindings are oriented around the sides rather than along the tops and bottoms of the bales in order to prevent deterioration of the bindings.

The barrier shall be entrenched and backfilled. A trench shall be excavated the width of a bale and the length of the proposed barrier to a minimum depth of 4 inches. After the bales are staked and chinked (gaps filled by wedging), the excavated soil shall be backfilled against the barrier. Backfill soil shall conform to the ground level on the downhill side and shall be built up to 4 inches against the uphill side of the barrier.

Each bale shall be securely anchored by at least two stakes (minimum dimensions 2 inches x 2 inches x 36 inches) or standard "T" or "U" steel posts (minimum weight of 1.33 pounds per linear foot) driven through the bale. The first stake or steel post in each bale shall be driven toward the previously laid bale to force the bales together. Stakes or steel pickets shall be driven a minimum 18 inches deep into the ground to securely anchor the bales.

The gaps between bales shall be chinked (filled by wedging) with straw to prevent water from escaping between the bales. Loose straw may be scattered over the area immediately uphill from a straw bale barrier to increase barrier efficiency.

Straw bale barriers shall be removed upon approval by the Contracting Officer.

## (3) Temporary Diversion Dikes

## (i) Installation

Temporary diversion dikes shall have a maximum channel slope of 2 percent and shall be adequately compacted to prevent failure. The minimum height measured from the top of the dike to the bottom of the channel shall be 18 inches. The minimum base width shall be 6 feet and the minimum top width shall be 2 feet. Temporary diversion dikes shall be located to minimize damages caused by construction operations and traffic.

## c. Device Applicability

(1) Straw bales, silt fences, earth dikes, and drainage swales for diversion of runoff upstream from work areas.

(2) Straw bales, silt fences and earth dikes for retention of flow in drains.

- (3) Stone outlet protection at culverts.
- (4) Sediment containment by providing straw bales or silt fences along the toe of fill and cut slopes.
- (5) Earth dikes for temporary sediment basins in major drainage channels downstream from work areas.

Structural practices shall be properly placed to effectively retain sediment immediately after completing each phase of work (e.g. clearing and grubbing, excavation, embankment construction, and grading) in each independent runoff area (e.g. after clearing and grubbing in an area between a ridge and drain). Structural practices shall be placed, and as work progresses, removed/replaced/relocated as needed for work to progress in each runoff area. Structural practices, to the extent necessary to prevent sediment from accumulating in existing drainage ditches, leaving the contract rights-of-way, or entering the Ouachita River, shall be implemented as follows:

- (1) Along the downhill perimeter edge of disturbed areas.
- (2) Along the top of the slope or top bank of drainage ditches, channels, swales, etc. that traverse disturbed areas.
- (3) Along the toe of cut slopes and fill slopes of the construction areas.
- (4) Perpendicular to the flow in the bottom of existing drainage ditches, channels, swales, etc. that traverse disturbed areas or carry runoff from disturbed areas. Rows of straw bales or silt fences shall be spaced a maximum of 100 feet apart in such existing drains that are within the limits of the work.
- (5) Perpendicular to the flow in the bottom of new drainage ditches, channels, and swales. Rows of straw bales or silt fences shall be spaced a maximum of 200 feet apart in drains with slopes equal to or less than 5 percent and 100 feet apart in drains with slopes steeper than 5 percent.
- (6) At the entrance to culverts that receive runoff from disturbed areas.

## 1.5.2 Storm Water Management

### 1.5.2.1 Management Practices

The storm water management practices that shall be permanently installed under this contract are as follows:

- a. Establishment of new turf.

### 1.5.2.2 Methods

- a. Establishment of new turf shall be in accordance with Section 32 92 00.00 09 EXISTING TURF MAINTENANCE AND NEW TURF ESTABLISHMENT.

1.5.3 Other Controls

1.5.3.1 Waste Disposal

No solid materials, including building materials, shall be discharged to waters of the United States, except as authorized by a Section 404 permit. Other requirements are included in Section 01 57 20.00 09 ENVIRONMENTAL PROTECTION.

1.5.3.2 Off-site Vehicle Tracking

Off-site vehicle tracking of sediments shall be minimized.

1.5.3.3 Compliance with Regulations

The Contractor shall ensure and demonstrate compliance with applicable State or local waste disposal, sanitary sewer or septic system regulations.

PART 2 PRODUCTS

2.1 FILTER FABRIC FOR SILT SCREEN FENCE

The geotextile, as defined by ASTM D 4439, shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. The filament shall consist of a long-chain synthetic polymer composed of at least 85 percent by weight of ester, propylene, or amide, and shall contain stabilizers and/or inhibitors added to the base plastic to make the filaments resistance to deterioration due to ultraviolet and heat exposure. The geotextile shall conform to the physical property requirements in paragraph ACCEPTANCE REQUIREMENTS, subparagraph TESTING.

2.2 ACCEPTANCE REQUIREMENTS

2.2.1 General

All brands of geotextile to be used will be accepted on the following basis.

2.2.2 Mill Certificates or Affidavits

The mill certificate or affidavit shall attest that the filter fabric and factory seams meet chemical, physical, and manufacturing requirements specified. The mill certificate of affidavit shall specify the actual Minimum Average Roll Values and shall identify the fabric supplied by roll identification numbers.

2.2.3 Testing

If requested by the Contracting Officer, Government personnel shall collect filter fabric samples in accordance with ASTM D 4354 for testing to determine compliance with any or all of the requirements specified pursuant to ASTM D 4759 and the following table:

EXTRA STRENGTH FILTER FABRIC FOR SILT SCREEN FENCE

| PHYSICAL PROPERTY     | TEST PROCEDURE | REQUIREMENTS  |
|-----------------------|----------------|---------------|
| Grab Tensile Strength | ASTM D 4632    | 100 lbs. min. |

## EXTRA STRENGTH FILTER FABRIC FOR SILT SCREEN FENCE

| PHYSICAL PROPERTY    | TEST PROCEDURE | REQUIREMENTS   |
|----------------------|----------------|----------------|
| Elongation (%)       | ASTM D 4632    | 30 % max.      |
| Trapezoid Tear       | ASTM D 4533    | 55 lbs. min.   |
| Permittivity         | ASTM D 4491    | 0.2 sec-1 min. |
| AOS (U.S. Std Sieve) | ASTM D 4751    | 20-100         |

NOTE: Standard strength filter fabric for silt screen fence shall meet the same minimum requirements for AOS and Permittivity as the extra strength filter fabric, but may have lower strengths for the remaining properties listed in the table.

## 2.3 IDENTIFICATION, STORAGE AND HANDLING

Filter fabric shall be identified, stored and handled in accordance with ASTM D 4873.

## PART 3 EXECUTION

## 3.1 MAINTENANCE

The Contractor shall maintain the temporary and permanent vegetation, erosion and sediment control measures, and other protective measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, by restoration of destroyed vegetative cover, and by repair of erosion and sediment control measures and other protective measures. The following procedures shall be followed to maintain the protective measures identified in the SWPP Plan.

## a. Silt Fences

Silt fences shall be inspected in accordance with paragraph INSPECTIONS. Any required repairs shall be made promptly. Close attention shall be paid to the repair of damaged silt fence resulting from end runs and undercutting. Should the fabric on a silt fence decompose or become ineffective, and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits shall be removed when deposits reach one-third of the height of the barrier or a maximum height of 9 inches. When a silt fence is no longer required, it shall be removed. The immediate area occupied by the fence and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded in accordance with Section 32 92 00.00 09 EXISTING TURF MAINTENANCE AND NEW TURF ESTABLISHMENT, paragraph SEEDING, except that the coverage requirements in paragraph ESTABLISHMENT do not apply to these areas.

## b. Straw Bales

Straw bale barriers shall be inspected in accordance with paragraph INSPECTIONS. Close attention shall be paid to the repair of damaged bales, end runs and undercutting beneath bales. Necessary repairs to barriers or replacement of bales shall be accomplished promptly. Sediment deposits shall be removed when deposits reach one-half of the

height of the barrier. When a straw bale barrier is no longer required, it shall be removed. The immediate area occupied by the bales and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded in accordance with Section 32 92 00.00 09 EXISTING TURF MAINTENANCE AND NEW TURF ESTABLISHMENT, paragraph SEEDING, except that the coverage requirements in paragraph ESTABLISHMENT do not apply to these areas.

#### c. Temporary Diversion Dikes

Temporary diversion dikes shall be inspected in accordance with paragraph INSPECTIONS. Close attention shall be paid to the repair of damaged diversion dikes and necessary repairs shall be accomplished promptly. When diversion dikes are no longer required, they shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded in accordance with Section 32 92 00.00 09 EXISTING TURF MAINTENANCE AND NEW TURF ESTABLISHMENT, paragraph SEEDING, except that the coverage requirements in paragraph ESTABLISHMENT do not apply to these areas.

### 3.2 INSPECTIONS

#### 3.2.1 General

Disturbed areas of the construction site, areas used for storage of materials that are exposed to precipitation that have not been finally stabilized, stabilization practices, structural practices, other controls, and areas where vehicles exit the site shall all be inspected by the Contractor at least once every fourteen (14) calendar days, before anticipated storm events (or series of storm events such as intermittent showers over one or more days), and within 24 hours of the end of any storm event that produces 0.5 inches or more rainfall at the site. Where sites have been temporarily stabilized, but not finally stabilized, and upon approval of the Contracting Officer, the inspection frequency may be reduced to at least once every month until final stabilization occurs.

#### 3.2.2 Field Inspections

Disturbed areas and areas used for material storage that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the SWPP Plan shall be observed to ensure that they are operating correctly. Discharge locations or points shall be inspected to ascertain whether storm water pollution prevention measures are effective in preventing significant impacts to receiving waters. Locations where vehicles exit the site shall be inspected for evidence of offsite sediment tracking.

#### 3.2.3 Inspection Reports

For each inspection conducted, the Contractor shall complete a Louisiana Storm Water Pollution Prevention Plan Inspection Report form. The report shall be signed by the Contractor. The report shall be furnished to the Contracting Officer within 24 hours of the inspection as a part of the Contractor's daily CQC REPORT. A log of the inspection dates shall be maintained on the job site and become a part of the SWPP Plan.

#### 3.2.4 Revisions to the SWPP Plan

Based on the results of the inspection and immediately after the inspection, the Contractor shall provide to the Contracting Officer any recommended changes to the SWPP Plan. The Contracting Officer will approve or disapprove the proposed changes within seven (7) calendar days after receipt. Changes to the SWPP Plan shall be implemented within seven (7) calendar days following approval.

#### 3.3 SIGNATORY REQUIREMENTS OF THE SWPP PLAN

All Storm Water Pollution Prevention Plans shall have entered on the last page: "I certify under penalty of law that this document and any attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information contained herein. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for attesting to false information, including the possibility of fine and imprisonment for knowing violations.", followed by the signature of a duly authorized representative and the date of the signing.

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## SECTION 31 11 00.00 09

## CLEARING AND GRUBBING

PART 1 GENERAL (Not Applicable)

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 CLEARING

3.1.1 General

Clearing shall be limited to those areas within the rights-of-way as specified herein. Existing trees and vegetation not required to be cleared shall be preserved to the maximum extent practicable and shall not be damaged. Clearing, unless otherwise specified, shall consist of the complete removal above the ground surface of all trees, saplings, stumps, down timber, snags, brush, vegetation, old piling, loose stone, abandoned structures, abandoned fencing, fencing, drift, trash, and similar debris. If regrowth of vegetation or trees occurs after clearing and grubbing and before beginning excavation or placement of fill, the Contractor will be required to clear and grub the area again prior to beginning the work, and no payment will be made for this additional clearing and grubbing.

3.1.2 Trees

Trees shall be felled in such a manner so as to avoid damage to trees to be left standing, to existing structures and installations, and to those under construction, and with due regard for the safety of employees and others.

3.1.3 Miscellaneous Structure Foundation and Debris

The Contractor shall remove all abandoned foundations, debris, and other materials which remain after buildings or other structures have been removed .

3.1.4 Areas to be Cleared

3.1.4.1 Levee Embankment

The entire area to be occupied by the required levee embankment,, together with strips 5 feet wide contiguous thereto, shall be cleared. An additional 10 feet wide strip adjacent to and beyond the 5 feet wide strips contiguous to the new levee embankment, shall also be cleared, except that grass shall not be removed from this 10 feet wide strip to the extent practicable. Clearing shall also be performed within strips 15 feet wide contiguous to the all existing riverside and landside levee toes where no new embankment is required, except that grass shall not be removed from this 15 feet wide strip to the extent practicable.

3.1.4.2 Borrow Areas

Borrow areas shall be as shown on the drawings. Contractor furnished

borrow areas will not be permitted. Only those portions of borrow areas from which borrow material will actually be obtained under this contract shall be cleared, and this clearing shall be to the extent necessary to provide a completely bare earth surface immediately prior to beginning excavation.

### 3.2 GRUBBING

#### 3.2.1 General

Grubbing shall consist of the removal of all stumps, roots, buried logs, old foundations, pipes, drains, and other unsuitable matter as described in Section 31 24 00.00 09 EMBANKMENT, paragraph UNSUITABLE MATERIALS.

#### 3.2.2 Areas to be Grubbed

##### 3.2.2.1 General

Grubbing shall be performed within the limits of the required levee embankment, together with strips 15 feet wide contiguous thereto. Grubbing shall also be performed within strips 15 feet wide contiguous to the existing riverside and landside levee toes where no new embankment is required. All roots and other projections over 1-1/2 inches in diameter shall be removed to a depth of 3 feet below the natural surface of the ground or surface of existing embankments. The areas to be grubbed are those specific areas, within the limits specified herein, from which trees, stumps, down timber, snags, and other projections have been removed.

#### 3.2.3 Borrow Areas

Only those portions of borrow areas from which borrow material will actually be obtained under this contract shall be grubbed, and this grubbing shall be to the extent necessary to provide materials free from unsuitable matter as described in Section 31 24 00.00 09 EMBANKMENT, paragraph UNSUITABLE MATERIALS.

#### 3.2.4 Pipes and Drains

The Contractor shall inform the Contracting Officer of all pipes and drains not shown on the drawings which are encountered during grubbing. Such pipe and drains shall not be removed or disturbed until so directed by the Contracting Officer. Material excavated in the process of removing pipes and drains shall be disposed of as specified in Section 31 23 00.00 09 EXCAVATION, paragraph DISPOSITION OF MATERIALS.

#### 3.2.5 Filling of Holes

All holes caused by clearing and grubbing operations and removal of pipes and drains, excluding holes in borrow areas, shall be backfilled with suitable material in 12 inch layers to the elevation of the adjacent ground surface, and each layer shall be compacted to a density at least equal to that of the adjoining undisturbed material.

### 3.3 DISPOSAL OF DEBRIS

#### 3.3.1 General

The primary method of disposing of all debris resulting from clearing and grubbing operations shall be burning as specified in paragraph BURNING. The following additional methods will also be permitted: burying in the borrow area in accordance with paragraph BURYING, or removal from the site in accordance with paragraph REMOVAL FROM SITE OF WORK. The Contractor shall make a reasonable effort to channel merchantable material into the commercial market to make beneficial use of materials resulting from clearing and grubbing operations. Vegetation that is removed from areas to receive semicompacted fill shall be placed in the excavated portions of the borrow area. Debris from vegetation removal shall not be stockpiled on the levee or placed in a temporary stockpile within 200 feet of any area to receive fill.

#### 3.3.2 Burning

In accordance with the Contract Clause PERMITS AND RESPONSIBILITIES, the Contractor shall obtain any permit which may be required for burning. Subject to applicable Federal, State and local laws and burning restrictions, the Contractor may burn material within the contract area at any time within the contract period except on Site 2. The Contractor shall thoroughly burn clearing and grubbing debris and continue burning until as much debris as practicable is completely reduced to ashes. Burning operations shall be conducted so as to prevent damage to standing timber or other flammable growth. The Contractor shall be responsible for any damage to life and property resulting from fires that are started by his employees or as a result of his operations. The Contractor shall furnish adequate fire fighting equipment at the site of burning operations to properly equip his personnel for fighting fires. Fires shall be guarded at all times and shall be under constant surveillance until they have been extinguished.

#### 3.3.3 Burying

Upon approval, the Contractor will be allowed to bury debris that is unburnable and debris that has been thoroughly burned but cannot be further reduced to ashes. The Contracting Officer will determine which debris is unburnable and which debris cannot be further reduced to ashes. The material shall be buried in the excavated portion of the borrow area. All material disposed of by burying shall be covered with a minimum of 24 inches of earth. No material shall be buried within 20 feet of any standing timber.

#### 3.3.4 Removal from Site of Work

The Contractor may elect to remove all or part of the debris from the site of the work. Such disposal shall comply with all applicable Federal, State and local laws. The Contractor may, at his option, either retain for his own use or dispose of by sale or otherwise, any such materials of value. The Government is not responsible for the protection and safekeeping of any materials retained by the Contractor. Such materials shall be removed from the site of the work before the date of completion of the work. The material to be disposed must be disposed in a pre-approved location or a commercial pit. If debris from clearing

operations is placed on adjacent property, the Contractor shall obtain, without cost to the Government, additional rights-of-way for such purposes in accordance with Section 01 00 00.00 09 GENERAL CONTRACT REQUIREMENTS, paragraph RIGHTS-OF-WAY. Such material shall be so placed as not to interfere with roads, drainage or other improvements and in such a manner as to eliminate the possibility of its entering into channels, ditches, or streams. The Contracting Officer reserves the right to approve or disapprove the use of Contractor-furnished disposal areas based on the location of the areas and a determination of the overall impact the proposed disposal areas will have on the environment or the integrity of the levee. Contractor-furnished disposal areas shall not be located in woodlands or wetlands. Disapproval by the Contracting Officer of Contractor-furnished disposal areas shall not form the basis of a claim against the Government.

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## SECTION 31 23 00.00 09

## LEVEE EXCAVATION

## PART 1 GENERAL

## 1.1 MEASUREMENT AND PAYMENT

## 1.1.1 Measurement

## 1.1.1.1 Excavation

Excavation required by this section, including materials excavated in connection with degrading existing levees, will not be measured for payment, except for materials ordered wasted by the Contracting Officer.

## 1.1.1.2 Waste Materials

Materials ordered wasted by the Contracting Officer will be measured for payment by the cubic yard, and quantities will be determined by the Government. The basis of measurement will be a survey of the area taken by the Government prior to the excavation and a second survey of the same area taken by the Government after completion of the excavation.

## 1.1.2 Payment

## 1.1.2.1 Excavation

No separate payment will be made for excavation, except for materials ordered wasted by the Contracting Officer, and all costs for excavation shall be included in the contract unit price for "Levee Embankment, Semicompacted".

## 1.1.2.2 Waste Materials

Payment for materials ordered wasted will be made by an equitable adjustment under the Contract Clause CHANGES.

## 1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Excavation Plan; G

## PART 2 PRODUCTS (Not Applicable)

## PART 3 EXECUTION

## 3.1 HAUL ROADS

Haul roads between borrow areas and fill areas shall meet the minimum requirements specified herein. At no additional cost to the Government, the Contractor shall increase the minimum specified requirements as necessary, due to job site conditions, to assure safe operations. Whenever practical, one-way haul roads shall be used. Haul roads used for this work shall comply with the following:

(a) One-way haul roads for off-the-road haulage equipment; (e.g., belly dumps, scrapers, and off-the-road trucks) shall have a minimum usable width of 25 feet. One-way haul roads for over-the-road haulage equipment (e.g., dump trucks, etc.) shall have a minimum usable width of 15 feet.

When it is impractical to obtain the specified minimum widths for one-way haul roads (e.g., a road on top of a levee), a usable width of not less than 10 feet may be approved, provided a positive means of traffic control is implemented. Such positive means shall include signs, signals, or signalmen and an effective means of speed control.

(b) Two-way haul roads for off-the-road haulage equipment shall have a minimum usable width of 60 feet. Two-way haul roads for over-the-road haulage equipment shall have a minimum usable width of 30 feet.

(c) Haul roads shall be maintained to keep the surface free from potholes, ruts and similar conditions that could result in unsafe conditions. Haul roads shall be maintained free of all construction related debris, including loose riprap.

(d) Curves and changes in grade shall allow a minimum sight distance of 200 feet for one-way haul roads and 300 feet for two-way haul roads. Sight distance is defined as the centerline distance an equipment operator (4.5 feet above the road surface) can see an object 4.5 feet above the road surface. When conditions make it impractical to obtain the required minimum sight distances (e.g., ramps over levees), a positive means of traffic control shall be implemented.

(e) Dust abatement shall permit observation of objects on the roadway at a minimum distance of 300 feet.

(f) Haul roads shall have the edges of the usable portion marked with posts at intervals not greater than 50 feet on curves and not greater than 200 feet elsewhere. Such markers shall extend 6 feet above the road surface, and for nighttime haulage shall be provided with reflectors in both directions.

(g) Haul roads shall not block or impede drainage in or through the right-of-way. The Contractor is responsible for any damages resulting from haul roads blocking or impeding drainage. (See the Contract Clause PERMITS AND RESPONSIBILITIES.)

### 3.2 EXCAVATION IN BORROW AREAS

#### 3.2.1 General

The rights-of-way and earth materials for constructing the work will be furnished without cost to the Contractor, at locations specified herein and shown on the drawings. Notwithstanding any other provision of this contract, the Contractor is required to obtain all borrow material from the Government furnished borrow areas, ditches and other required excavations. Contractor furnished borrow areas will not be permitted.

##### 3.2.1.1 Equipment

The Contractor shall provide the types of equipment as necessary to perform the required excavation according to the in situ conditions of the borrow area.

#### 3.2.2 Borrow Areas

##### 3.2.2.1 Requirements

Borrow areas shall conform to requirements prescribed herein and as shown on the drawings. The material necessary for the construction of the embankments shall be procured from borrow areas and required excavations by haulage or otherwise. The permissible excavation depths in the borrow areas are indicated on the drawings, but the right is reserved, in accordance with the Contract Clause CHANGES, to modify the permissible depths in accordance with subsurface conditions determined as the work proceeds. Excavation to the permissible depths may require excavation below the ground water table. The bottom of the borrow areas excavated under this contract shall be dressed to the extent necessary to provide a reasonably smooth surface that can readily be traversed by a 50 to 60-horsepower farm tractor pulling a rotary-type pasture mower and sloped to provide surface drainage to the low side of the borrow area as soon as all usable materials have been removed or the Contractor has completed the use of the borrow area. Abrupt changes in grade shall be avoided. Unsuitable material wasted in the borrow areas shall be sloped to drain. Any excavation below the depths and slopes specified herein or shown on the drawings shall be backfilled by the Contractor, at no cost to the Government, to the specified permissible excavation line, with suitable material placed and compacted in accordance with Section 31 24 00.00 09 EMBANKMENT, paragraph SEMICOMPACTED EMBANKMENT. The borrow areas excavated under this contract shall be drained of water regardless of its source, including subsurface water, and kept free of water during excavation, as excavation will not be permitted in water nor shall excavated material be scraped, dragged or otherwise moved through water. Drainage of borrow areas shall be accomplished by ditching, sump pumping or other approved methods. The borrow areas excavated under this contract and inundated from high river stages shall be drained and allowed to dry to a workable condition as quickly as practicable after the high river stage has passed. No additional payment will be made for keeping the borrow areas drained and free of water during excavation. The Contractor, at his option, may use rights-of-way for drainage other than those furnished by the Government provided that no additional clearing is required and their location and dimensions are approved by the Contracting Officer, and provided that the Contractor has obtained the rights-of-way in accordance with Section 01 00 00.00 09 GENERAL CONTRACT REQUIREMENTS, paragraph RIGHTS-OF-WAY. Except as required by variable right-of-way widths, abrupt changes in borrow area alignment shall be avoided. To

conserve arable land and make optimum use of available borrow, the excavation of the borrow areas, shall be made continuous throughout the length of the borrow areas to the permissible borrow depths, and at the width necessary to provide the required quantity of suitable material, and in such manner that all suitable available material within the required width will be utilized. The Contractor shall submit an excavation plan for approval by the Contracting Officer and shall not begin excavation until the Contracting Officer's approval has been received. The plan shall contain, as a minimum, the following:

- a. The Contractor's proposals for implementing Section 01 57 20.00 09 ENVIRONMENTAL PROTECTION insofar as that section applies to borrow areas.
- b. The Contractor's proposed methods for draining and keeping the borrow areas free of water during excavation under this contract.
- c. The Contractor's proposed methods for draining borrow areas excavated under this contract which may be inundated by high river stages.
- d. A statement indicating whether the Contractor proposes to use:
  - (1) Government-furnished rights-of-way for drainage;
  - (2) Contractor-furnished rights-of-way for drainage; or
  - (3) A combination of Government-furnished and Contractor-furnished rights-of-way for drainage.
- e. For Contractor-furnished rights-of-way for drainage, the plan shall contain all of the information required by paragraph REQUIREMENTS and the Contractor's proposals for implementing Section 01 57 20.00 09 ENVIRONMENTAL PROTECTION, insofar as that section applies to rights-of-way for drainage.
- f. The Contractor's proposals for conserving arable land and for making optimum use of available borrow, including the Contractor's proposed methods for smoothing the bottom of the borrow areas after having completed use of the borrow areas.
- g. The Contractor's proposed excavation area for the landside borrow area shown in the drawings.

#### 3.2.2.2 Landside Borrow Area Locations

Landside borrow areas shall be located as shown on the drawings.

### 3.3 DISPOSITION OF MATERIALS

#### 3.3.1 Suitable Materials

Excavated materials which are suitable for incorporation in the levee embankment, , or other required fill or backfill, shall either be placed directly therein, or stockpiled and subsequently used in the levee embankment or other required fill or backfill.

### 3.3.2 Unsuitable Materials

Materials from required excavation which, as defined in Section 31 24 00.00 09 EMBANKMENT, paragraph UNSUITABLE MATERIALS, are unsuitable for levee embankment, or other required fill or backfill material will be ordered wasted and shall be disposed of in abandoned portions of borrow areas. This unsuitable material shall be shaped so that its surface is free from abrupt changes in grade and shall be sloped to drain. Where possible, unsuitable materials in borrow areas shall not be removed.

### 3.3.3 Temporary Stockpiles

No material shall be stockpiled on the existing levee or berm. Temporary stockpile areas shall be approved by the Contracting Officer before being used.

## 3.4 EXCAVATION IN OTHER AREAS

### 3.4.1 General

Excavation from other areas shall consist of removal of material in preparing the levee embankment foundations to the lines and grades shown on the drawings, removal of materials from ditches, and removal of unsuitable materials as defined in Section 31 24 00.00 09 EMBANKMENT, paragraph UNSUITABLE MATERIALS. Whenever unsuitable foundation material is encountered, the unsuitable material shall be removed to the depth directed by the Contracting Officer. Care shall be exercised by the Contractor in excavating to the lines and grades shown and in removing unsuitable materials so as not to excavate below the grades specified or depth directed. Excavation below the lines and grades specified or the depth directed shall be backfilled by the Contractor at no cost to the Government. Such backfill shall be brought to grade with suitable material with each layer placed and compacted as specified in Section 31 24 00.00 09 EMBANKMENT, paragraph SEMICOMPACTED EMBANKMENT. Excavated materials shall be disposed of as specified in paragraph DISPOSITION OF MATERIALS.

### 3.4.2 Inspection Trench

An inspection trench of dimensions shown on the drawings shall be excavated in the embankment foundation at the locations shown on the drawings and between the approximate stations listed below. The inspection trench shall be completed at least 100 but not more than 300 feet in advance of embankment construction unless otherwise approved by the Contracting Officer. In the event that a high water table prevents excavation of an inspection trench to the minimum depth required, the Contracting Officer may order the excavation of the inspection trench to be discontinued.

#### STATION TO STATION

SITE 1 0+50 TO 11+50  
 SITE 5 0+50 TO 3+50; 7+50 TO 9+50  
 SITE 6 0+50 TO 25+00

### 3.4.3 Acceptance

Prior to the acceptance of the work, the Contractor shall excavate sediments from ditches as necessary to restore them to grade and section.

Disposal of such material shall be as directed by the Contracting Officer. No separate payment will be made for this work.

### 3.5 DEGRADING EXISTING LEVEES

#### 3.5.1 Levees to be Degraded

Between the stations listed below, the existing levee shall be degraded to elevations shown on the drawings. During the construction of the levee setback, an interim grade elevation must be maintained. The interim grade elevation for each site is noted in the drawings. Suitable material excavated from the existing levee shall be used in levee embankment, or other required fill or backfill. Unsuitable material and excess suitable material excavated from the existing levee shall be disposed of as specified in paragraph UNSUITABLE MATERIALS.

#### STATION TO STATION

SITE 1 3+25 B/L TO 16+00 B/L  
 SITE 5 5+25 B/L TO 15+75 B/L  
 SITE 6 3+00 B/L TO 28+25 B/L

#### 3.5.2 Embankments Not to be Disturbed

Existing levees, parts of levees, sublevees, spurs, or other embankments shall not be disturbed unless it is specifically stated in paragraph LEVEES TO BE DEGRADED or shown on the drawings that they may be degraded.

#### 3.5.3 Unauthorized Excavation of Existing Levee or Berm

Excavation of any portion of the existing levee or berm without written authorization by the Contracting Officer is expressly prohibited. Should such unauthorized excavation occur, the Contractor will be required to cease construction operations and to restore the levee or berm to its original grade and section before further construction operations will be permitted. The restoration shall be made with suitable levee embankment material, placed and compacted as provided in Section 31 24 00.00 09 EMBANKMENT, paragraph SEMICOMPACTED EMBANKMENT, and by and at the expense of the Contractor.

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## SECTION 31 24 00.00 09

## LEVEE EMBANKMENT

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## ASTM INTERNATIONAL (ASTM)

|                   |  |
|-------------------|--|
| ASTM D1556/D1556M | (2015; E 2016) Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method                                 |
| ASTM D2216        | (2010) Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass   |
| ASTM D2487        | (2017) Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)                   |
| ASTM D4643        | (2017) Standard Test Method for Determination of Water Content of Soil and Rock by Microwave Oven Heating                            |
| ASTM D6938        | (2017a) Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)    |
| ASTM D698         | (2012; E 2014; E 2015) Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/cu. ft. (600 kN-m/cu. m.)) |

## PART 2 PRODUCTS

## 2.1 EMBANKMENT MATERIALS

## 2.1.1 General

The levee embankment, and other required fill or backfill shall be constructed of earth obtained from the borrow areas, the existing levee, and other required excavations as prescribed in Section 31 23 00.00 09 LEVEE EXCAVATION and to the extent shown on the drawings. Contractor furnished borrow areas will not be permitted. The levee embankment and other required fill or backfill shall be constructed of earth that is free from unsuitable and frozen materials as defined in paragraphs UNSUITABLE MATERIALS and FROZEN MATERIALS. Material classified in accordance with ASTM D2487 as gravels (GW, GP, GM) and sands (SW, SP, SM) shall not be used for any required embankment construction unless suitably blended with

less pervious material to the extent that it no longer classifies as these materials.

#### 2.1.2 Unsuitable Materials

Materials which are classified as unsuitable for levee embankment or fill or backfill material are defined as masses of organic matter, sticks, branches, roots, and other debris. If, in the opinion of the Contracting Officer, wood smaller than the objectionable size is excessive, wood volume testing may be performed by the Government to determine specification compliance. All visible objectionable size wood shall be removed from the fill prior to compaction. If, in the opinion of the Contracting Officer's Representative, amounts of wood in the fill brought to the site are excessive, inspections of the lifts prior to compaction shall be held by the Contractor and documented in the QC reports.

#### 2.1.3 Frozen Materials

Under no circumstances shall frozen earth, snow, or ice be placed in any required embankment. The Contracting Officer may require the wasting of frozen material in order that construction may proceed and such material wasted, if directed by written order of the Contracting Officer, will be paid for as specified in Section 31 23 00.00 09 EXCAVATION, paragraph WASTE MATERIALS.

### PART 3 EXECUTION

#### 3.1 EMBANKMENT FOUNDATION PREPARATION

##### 3.1.1 General

After clearing and grubbing and any required excavation of the levee embankment foundation and excavation of inspection trench, test areas and other similar cavities and depressions shall be broken down to flatten out the slopes. The entire earth surface on or against which semicompacted fill is to be placed, except areas as specified in paragraph DRAINAGE, shall be thoroughly broken to a depth of 6 inches. If for any cause, this broken surface becomes compacted in such a manner that, in the opinion of the Contracting Officer, a plane of seepage or weakness might be induced, it shall again be adequately scarified before depositing material thereon. All scarifying and breaking of ground surface shall be done parallel to the centerline of the levee. The slopes and bottom of the inspection trench shall be scarified to the extent practicable. All of the foregoing work shall be completed at least 100 feet but not more than 300 feet in advance of embankment construction unless otherwise approved by the Contracting Officer.

##### 3.1.2 Drainage

The foundation receiving fill, the inspection trench provided for in Section 31 23 00.00 09 EXCAVATION, paragraphs INSPECTION TRENCH, and all partially completed fill shall be kept thoroughly drained.

Drainage to areas outside the right-of-way limits will not be allowed.

##### 3.1.3 Frozen Ground

No fill shall be placed upon frozen ground.

3.2 EMBANKMENT CONSTRUCTION

3.2.1 DEFINITION OF A LIFT

A Lift shall consist of placing a layer of suitable embankment material, whereas, after compaction is not greater than the required specified thickness during embankment construction.

3.2.2 Semicompacted Embankment

3.2.2.1 General

The location and extent of the semicompacted embankment shall be as shown on the drawings. Semicompacted embankment fill shall not be placed in water. The materials for semicompacted embankment shall be placed or spread in layers, the first layer not more than 4 inches in thickness and the succeeding layers not more than 8 inches in thickness after compaction. Layers shall be started full out from the levee toe landward, and shall be carried in lifts horizontal and parallel to the levee centerline with sufficient crown or slope to provide satisfactory drainage during construction. Benching into the slope of the existing levee embankment is required in order to place and compact the material in horizontal layers. The vertical face of the existing embankment resulting from the benching operation shall be a minimum of 1 foot in height but shall not exceed 2 feet in height. Each compacted lift shall be adequately scarified before the next lift is placed thereon such that it bonds properly with the succeeding layer.

3.2.2.2 Moisture Control

The Contractor shall control the moisture content so that the required density can be obtained.

The Contractor shall control the moisture content of the levee embankment material. The optimum moisture content shall be determined by the Contractor (utilizing a Corps of Engineers validated laboratory) from representative samples of each type of material in accordance with ASTM D698, with at least one test performed for each 2,000 cubic yards of embankment placed. The Contractor shall notify the Government prior to obtaining samples in order that companion quality assurance samples may be taken by the Government representative. The Contractor shall record the coordinates and elevation of the samples and plot the test locations on the borrow area plan maps. Atterberg Limits shall be recorded along with the optimum moisture content and maximum dry density for each test. These test results shall be furnished to the Contracting Officer prior to placing material. Material placed in the fill shall have a moisture content ranging between the following limits above and below the optimum moisture content:

| MOISTURE CONTENT |         |         |
|------------------|---------|---------|
| TYPE OF MATERIAL | MAXIMUM | MINIMUM |
| CLAY (CH)        | +5%     | -5%     |
| CLAY (CL)        | +4%     | -4%     |

| MOISTURE CONTENT |     |     |
|------------------|-----|-----|
| SILT (ML)        | +3% | -3% |

NOTE: See Unified Soil Classification Chart for explanation of symbols and Plasticity Chart for classification determination, both shown on the contract drawings.

| *** FOR EXAMPLE ONLY *** |         |         |         |
|--------------------------|---------|---------|---------|
| MOISTURE CONTENT         |         |         |         |
| TYPE OF MATERIAL         | OPTIMUM | MAXIMUM | MINIMUM |
| CLAY (CH)                | 26%     | 31%     | 21%     |
| CLAY (CL)                | 20%     | 24%     | 16%     |
| SILT (ML)                | 17%     | 20%     | 14%     |

The Contractor shall perform the necessary work in moisture control to bring the material to a moisture content within the range specified above in order that compaction requirements can be met. If the material is too wet, it shall either be stockpiled and allowed to drain before it is placed in the levee embankment cross sections and/or the wet material shall be processed by discing and harrowing (either in the borrow area or on the embankment fill location), if necessary, until the moisture content is reduced sufficiently. If the material is too dry, sufficient moisture shall be uniformly distributed in each layer before compacting.

3.2.2.3 Compaction

When the moisture content and conditions of the spread layers are satisfactory, each layer of semicompacted embankment shall be compacted to a minimum of 93 percent of maximum dry density. The maximum dry density shall be determined by the Contractor from representative samples of each type of material in accordance with ASTM D698, with at least one test performed for each 2,000 cubic yards of embankment placed. The Contracting Officer shall be notified prior to each collection of material to be tested to allow opportunity to witness the collection of the material. Maximum density test results shall be furnished to the Contracting Officer prior to placing material.

3.2.3 Dressing

The entire embankment shall be brought to not less than the prescribed gross cross section, within allowable tolerance as stated in paragraph GRADE TOLERANCES. Unreasonable roughness of surface shall be dressed out to permit turving operations.

### 3.3 CROSS SECTIONS AND ZONING OF MATERIALS

#### 3.3.1 Levee Embankment Sections

Unless otherwise specified, the dimensions and slopes shall conform to the applicable gross grade and cross sections shown on the drawings, within allowable tolerance.

#### 3.3.2 Zoning of Materials for Levee Construction

In general, the levee section shall be homogeneous; however, where materials of varying permeabilities are encountered in the borrow areas, the more impervious material shall be placed toward the riverside slope, and the more pervious material toward the landside slope.

### 3.4 ACCESS ROADS, RAMPS, AND CROSSINGS, RUNWAYS, AND DETOURS

#### 3.4.1 Access Roads

##### 3.4.1.1 Location

The Contractor's access roads within the rights-of-way located and constructed as approved by the Contracting Officer. They shall be constructed by placement of fill as specified in paragraph SEMICOMPACTED EMBANKMENT and shall be maintained in good condition throughout the contract period. No separate payment will be made for this work, and all costs therefore shall be included in the applicable bid items as listed in the Bidding Schedule.

##### 3.4.1.2 Temporary Roads

At locations where existing roads are destroyed because of the work required under this contract, the Contractor shall provide temporary roads to give access during the construction period. The temporary roads shall be constructed by placement of fill as specified in paragraph SEMICOMPACTED EMBANKMENT. The temporary roads shall be removed after permanent access has been provided. No separate payment will be made for this work.

### 3.5 INSPECTION TRENCH

#### 3.5.1 Inspection Trench

The inspection trench shall be excavated as shown in the plans. Any old, abandoned utilities, animal burrows, buried logs, pockets of unsuitable material, or any other undesirable near surface foundation feature shall be removed by the Contractor at no additional cost to the Government. Adequate notification prior to excavation activities shall be given such that a Government representative can be present for the inspection. After inspection and approval by the Contracting Officer, the inspection trench shall be backfilled with approved material placed and compacted as specified in paragraph SEMICOMPACTED EMBANKMENT. Backfilling shall be completed at least 100 feet but not more than 300 feet in advance of embankment construction unless otherwise approved by the Contracting Officer.

### 3.6 DITCHES AND DEPRESSIONS

All sloughs, ditches or depressions beyond the limits of the levee and/or

berm foundation but within the rights-of-way shall be filled with suitable material to the natural surface of the ground or to a height sufficient to ensure drainage after shrinkage of the fill, whichever is higher. The material for the fill shall be placed as specified in paragraph UNCOMPACTED EMBANKMENT.

### 3.7 GRADE TOLERANCES

#### 3.7.1 Levee Embankment

All levee embankment shall be constructed to the gross grade and cross section shown on the drawings. For semicompacted levee embankment, at all points, a tolerance of 2/10 of 1 foot above or below the prescribed gross grade and cross section shown will be permitted in the final dressing provided that the crown of the levee drains, there are no abrupt humps or depressions in surfaces or bulges in the width of the crown, and the side slopes are uniform. For levee embankment, the extreme minus tolerance provided herein shall not be continuous over an area greater than 1,000 square feet and abrupt changes from one extreme to the other will not be permitted. Any partial fill or temporarily stockpiled material placed within the gross section shall not exceed the gross grade or gross slopes of the embankment by more than 2 feet, and shall have side slopes not steeper than 1V on 3H.

### 3.8 SETTLEMENT OF FOUNDATION

#### 3.8.1 Settlement Gages

Should the Contractor desire payment for placing additional levee fill due to foundation settlement during construction, he shall furnish and install settlement gages for determination of such settlement. Prior to placing of levee fill material, each gage shall be installed on the prepared foundation at the location shown on the applicable typical cross section at intervals not to exceed 300 feet, and shall be maintained during construction. Settlement gages at each end of the work shall be placed within 150 feet of the upper and lower limits of the work. Each gage shall be set on a smooth level surface on undisturbed ground. Leveling of gage beds shall be accomplished by removing the minimum amount of earth necessary to produce an even foundation and in such manner that the density of gage beds will remain at the same density as the undisturbed adjacent ground. Leveling of gage beds by the addition of levee fill will not be permitted. The gages shall be steel plates with minimum dimensions of 2 feet by 2 feet by 1/4 inch thick. The Contractor shall determine elevations of the gages prior to placing of levee fill material, and again within 72 hours after final cross sections have been taken over the completed embankment at the sites of the gages to determine settlement of the foundation. The 72 hour requirement is an absolute pre-condition for payment for settlement of the foundation. The initial and final elevation of the gages will be verified by the Contracting Officer's representative at the site. Measurement of additional levee fill material placed by reason of settlement of the foundation will be as stated in Section 01 22 00.00 09 MEASUREMENT AND PAYMENT, paragraph UNIT PRICE ITEMS. Installation of and measurement on gages shall be at the option and expense of the Contractor.

#### 3.8.2 Sudden Failure

In clearly established cases of sudden failure of the foundation, either where no provision has been made for the measurement of settlement or

where settlement measuring devices have been installed, but the nature of settlement is such as to destroy their utility, the method of correction will be determined by the Contracting Officer. In case the sudden settlement is caused through the fault or negligence of the Contractor, the prescribed corrective operations shall be performed at no additional cost to the Government. In case the sudden settlement is not caused through the fault or negligence of the Contractor the corrective operations will be paid for in accordance with the Contract Clause CHANGES.

### 3.8.3 Omitting Work

Where settlement of the foundation develops to such an extent as to make it inadvisable, in the opinion of the Contracting Officer, to continue to add material, and advisable in his opinion, to postpone until a considerably later date all attempts to bring that portion of the embankment to full grade and cross section, the Contracting Officer shall have the right to omit further work on that portion of the embankment and to accept it as complete. In the event a portion of the embankment is omitted under the provisions of this paragraph, measurement and payment for the portion of the embankment accepted as complete will be based on the original ground survey, an as-constructed survey, and the settlement provisions of the contract. Payment will be made at the applicable contract unit price for the embankment.

### 3.9 SLIDES

Should sliding occur in any part of the embankment during its construction, or after its completion, but prior to its acceptance, the Contractor shall upon written order of the Contracting Officer, either cut out and remove the slide from the embankment and then rebuild that portion of the embankment, or construct a stability berm of such dimensions, and placed in such manner as the Contracting Officer shall prescribe. In case the slide is caused through the fault or negligence of the Contractor, the foregoing operations shall be performed at no additional cost to the Government. In case the slide is not caused through the fault or negligence of the Contractor, the material ordered removed will be paid for as specified in Section 31 23 00.00 09 EXCAVATION, paragraph WASTE MATERIALS, and the material replaced. Fill material for stability berms will be paid for in accordance with the Contract Clause CHANGES in addition to any payment due the Contractor for materials previously placed. The method of slide correction will be determined by the Contracting Officer.

### 3.10 LEVEE SETBACK OR SETFORWARD CONSTRUCTION

Where setback or setforward levees are constructed of material borrowed from the existing controlling levee, it is imperative that a continuous and closed line of protection be maintained at all times. A minimum interim grade is shown on the drawings, and the work shall be so planned and executed that as material is removed from the existing levee and placed in the new levee, the minimum grade is maintained along a continuous and closed line. In the event the Contractor's method of construction requires tie-in embankments in order to maintain the minimum grade along a continuous and closed line, such tie-in embankments shall be constructed at the Contractor's expense. Embankment for tie-in levees shall be placed and compacted in accordance with paragraph SEMICOMPACTED EMBANKMENT, and shall have a cross section not less than the cross section of the existing controlling levee.

### 3.11 FIELD TESTING CONTROL

Testing shall be the responsibility of the Contractor and shall be performed by an approved Corps of Engineers validated commercial testing . Field density and moisture content tests shall be performed on the lesser of each lift or on each 1,000 cubic yards of semicompacted material placed. The Contractor shall record the coordinates and elevation of the samples and plot the test locations on the levee plan maps. Should conditions of lifts previously tested and accepted change and/or become suspect to meeting specifications, retests and potential reworking will be required. The Contractor shall retest after rainfall on the previously tested areas unless deemed unnecessary by the Contracting Officer's Representative.

The Contractor shall use borrow source location and Atterberg Limit results to assist in selecting the appropriate compaction control curve. Atterberg Limits shall be performed on every tenth moisture/density field test.

Field in-place density shall be determined in accordance with ASTM D6938 or ASTM D1556/D1556M. If the nuclear method is used for field density testing, the sand cone method shall be used to verify the accuracy of the nuclear method. A minimum of 5 comparison tests shall be conducted at the start of construction. If the nuclear method value is within 3 percentage points of the sand cone method value, no correction of the nuclear wet density is required. (EXAMPLE: Sand Cone Results = 80, then Nuclear Method Results = 77 - 83). The nuclear method shall be verified throughout the project at a rate of at least one sand cone for every 10 nuclear tests.

Moisture content tests shall be in accordance with ASTM D2216 or ASTM D4643 or ASTM D6938. If the nuclear or microwave method is used for moisture determination, the oven dry method shall be used to verify the accuracy of these methods. A minimum of 5 comparison tests shall be performed at the start of construction. If these methods are within 3 percentage points of the oven dry method, no correction of the moisture is required. The nuclear and microwave moisture methods shall be verified by the oven moisture at a rate of at least one oven moisture for every 10 nuclear and/or microwave tests.

For nuclear methods, calibration checks of both the density and moisture gages shall be made at the beginning of a job on each different type of material encountered and at intervals as directed.

The Contractor shall prepare a QC testing report as work progresses to be submitted at completion of the project. The report shall include all Proctor control curves and field testing control data, comparison testing, calibrations, and individual field test reports with coordinates and elevations of tests. The report shall also include in spreadsheet format all test results such that any failed test can be easily cross referenced to passing retests. Lift charts shall be maintained throughout the project and included in the final report. The charts shall include a profile along the levee indicating various lifts placed daily. The location of field tests and borrow source general location shall be included on the lift charts. The Contractor shall submit three copies daily of control tests and reports as well as records of corrective action taken in accordance with Section 01 45 04.00 09 CONTRACTOR QUALITY CONTROL.

-- End of Section --



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## SECTION 32 15 00.00 09

## LEVEE SURFACING

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS  
(AASHTO)

|              |   |
|--------------|---|
| AASHTO T 27  | (2014) Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates   |
| AASHTO T 89  | (2002; R 2006) Standard Method of Test for Determining the Liquid Limit of Soils  |
| AASHTO T 90  | (2000; R 2004) Standard Method of Test for Determining the Plastic Limit and Plasticity Index of Soils  |
| AASHTO T 96  | (2002; R 2006) Standard Method of Test for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine |
| AASHTO T 104 | (1999; R 2007) Standard Method of Test for Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate                                       |

ASTM INTERNATIONAL (ASTM)

|                   |  |
|-------------------|--|
| ASTM C127         | (2015) Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate                           |
| ASTM C131/C131M   | (2014) Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine |
| ASTM C88          | (2018) Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate                                      |
| ASTM D1556/D1556M | (2015; E 2016) Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method                                       |
| ASTM D3740        | (2012a) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering                 |

Design and Construction

|            |  |
|------------|--|
| ASTM D6938 | (2017a) Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)    |
| ASTM D698  | (2012; E 2014; E 2015) Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/cu. ft. (600 kN-m/cu. m.)) |

1.2 SUBMITTALS

Government approval is required for all submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-06 Test Reports

Material Testing

Required testing and reporting shall be in accordance with paragraph MATERIAL TESTING.

Evaluation Tests

Quality tests on the crushed stone material in accordance with paragraph EVALUATION TESTING shall be the responsibility of the Contractor and submitted prior to delivery of such material to the worksite.

SD-07 Certificates

Crushed Stone

Certificates of compliance attesting that the surfacing materials meet specification requirements shall be submitted to the Contracting Officer.

Laboratory

A copy of the testing laboratory's certification and inspection report shall be submitted along with actions taken to correct deficiencies.

1.3 LOCATIONS AND DIMENSIONS

The locations and dimensions of the new crushed stone surfacing shall be as shown on the drawings.

## PART 2 PRODUCTS

## 2.1 MATERIALS

## 2.1.1 Crushed Stone

Crushed stone shall conform to the following gradation:

| U.S. STD. SQUARE MESH<br>SIEVE DESIGNATIONS | PERCENTAGE BY WEIGHT PASSING<br>(AASHTO T 27) |
|---|---|
| 1 1/2                                       | 100   |
| 1 inch                                      | 90 - 100                                      |
| 3/4 inch                                    | 70 - 100                                      |
| 1/2 inch                                    | 58 - 90                                       |
| No. 4                                       | 35 - 71                                       |
| No. 10                                      | 25 - 52                                       |
| No. 40                                      | 12 - 32                                       |
| No. 200                                     | 6 - 16  |

All material passing the No. 40 sieve shall have a liquid limit of not more than 35 in accordance with testing methods prescribed in AASHTO T 89. Also, this material shall have a plasticity index of not more than 9 as determined in accordance with testing methods prescribed in AASHTO T 90.

The crushed stone shall be well graded between the limits shown. All points on the individual grading curves obtained from representative samples of material shall lie between the boundary limits as defined by smooth curves drawn through the tabulated gradation limits plotted on ENG Form 2087 (Exhibit A) or similar form. The individual gradation curves within these limits shall not exhibit abrupt changes in slope denoting either skip grading or scalping of certain sizes or other irregularities which would be detrimental to the proper functioning of the material.

## 2.1.2 Crushed Stone Sources

Crushed stone meeting the requirements of this contract has been produced in the past from the sources shown at the end of this section. Crushed stone may be supplied from any of these sources or from another source subject to the conditions described below. However, by listing these sources the Government neither warrants that crushed stone from these sources will necessarily meet the requirements of this contract nor provides any immunity from the testing of crushed stone proposed to be furnished from these sources.

## 2.1.3 Crushed Stone From Sources Not Listed

If the Contractor proposes to furnish crushed stone from a source not listed at the end of this section, then, prior to beginning any deliveries, the crushed stone shall be subject to the testing requirements contained in paragraph EVALUATION TESTING, as directed by the Contracting Officer and at no additional cost to the Government.

## 2.1.4 Evaluation Testing

If the Contractor proposes to furnish stone from an unlisted crushed stone source, the Contractor shall have evaluation tests performed on stone samples collected from the proposed source. A registered geologist or registered engineer shall perform the quarry investigation. The tests to

which the crushed stone shall be subjected include bulk specific gravity (SSD), unit weight, absorption (ASTM C127), Los Angeles Abrasion Test (ASTM C131/C131M or AASHTO T 96) and Soundness Test (ASTM C88 or AASHTO T 104).

The laboratory to perform the required testing shall be validated based on relevant paragraphs of ASTM D3740, and no work requiring testing shall be permitted until the laboratory has been inspected and validated. The first inspection of the facilities shall be at the expense of the Government and any subsequent inspections required because of failure of the first inspection shall be at the expense of the Contractor.

a. Unit Weight and Absorption. Stone shall weigh more than 155 pounds per cubic foot and have a bulk specific gravity, saturated surface dry, greater than 2.48. The stone shall have an absorption less than 2 percent unless other tests and service records show that the stone is satisfactory. The method of test for unit weight and absorption shall be ASTM C127, except the unit weight shall be calculated in accordance with Note No. 5 using bulk specific gravity, saturated surface dry.

b. Soundness Test. The soundness loss of course aggregate shall not exceed 15 percent when subjected to 5 cycles of the magnesium sulfate soundness test in accordance with ASTM C88 or AASHTO T 104.

c. Los Angeles Abrasion Test. Crushed stone shall be evaluated in accordance with either ASTM C131/C131M or AASHTO T 96. The course aggregate shall have a percentage of wear less than 40 percent.

## 2.2 DELIVERY VEHICLES

The new crushed stone shall be delivered in vehicles approved by the Contracting Officer. Each vehicle shall bear a plainly legible identification mark.

## PART 3 EXECUTION

### 3.1 PREPARATION

The crown of the levee, temporary roadway connector, and ramps shall be bladed and shaped prior to the placement of the new crushed stone surfacing. The ramps shall be shaped and bladed to drain toward the shallow ditch that is required at the intersection of the ramp surface and the levee slope. The centerline of the levee roadway shall be approximately 4 inches higher than the outer edge of the roadway crown and the crown shall be heeled to each side into a windrow that can be dressed against the new surfacing to hold it in place.

### 3.2 EXISTING SURFACING

All existing granular surfacing on the existing levee and ramps shall be salvaged in accordance with Section 01 00 00.00 09 GENERAL CONTRACT REQUIREMENTS, paragraph ORDER OF WORK and stockpiled within the rights-of-way as directed. The stockpiled existing surfacing material shall be evenly distributed for the entire length of this project on the completed levee crown, temporary roadway connector, and ramps, spread to the specified width, and compacted as specified in paragraph COMPACTION REQUIREMENTS. The salvaged granular surfacing will not be considered to form a part of the required section of new levee surfacing.

### 3.3 PLACING NEW SURFACING MATERIAL

After the existing granular surfacing has been replaced, a surfacing course of new crushed stone material shall be placed and spread uniformly on the crown of the levee, temporary roadway connector, and ramps. The Contractor shall not dump any load until it has been inspected and weighed in accordance with Section 01 22 00.00 09 MEASUREMENT AND PAYMENT. The new surfacing shall be placed in one 8 inch loose measure layer of crushed stone, at the widths shown on the drawings. The surfacing shall not be placed on a wet surface. The new surface course shall be compacted as specified in paragraph COMPACTION REQUIREMENTS. After the new surfacing material has been placed and compacted, it shall be dressed with a motor grader or similar equipment to present a uniform appearance and a smooth riding surface, without sharp breaks or depressions which will collect or hold water. Any damage to the finished surfacing caused by the Contractor's hauling operations or other construction operations shall be repaired at the Contractor's expense by adding levee surfacing material, compacting, and blading as necessary to obtain the required roadway section.

### 3.4 COMPACTION REQUIREMENTS

The surfacing material shall be compacted with approved compaction equipment. The Contractor shall perform the necessary work in moisture control to bring the surfacing material to a moisture content within plus or minus 2 percent of optimum moisture. When the moisture content and conditions of the spread layer is satisfactory, the material shall be compacted to not less than 93 percent of maximum density. Optimum moisture content and maximum density shall be determined by the Contractor from representative samples of each type of material from laboratory tests conducted in accordance with ASTM D698. Laboratory test results shall be provided to the Government prior to compaction of surfacing material.

### 3.5 FIELD DENSITY TESTING

Density shall be measured in the field in accordance with ASTM D1556/D1556M or ASTM D6938. At least one density test shall be performed on each 500 linear feet of surfacing material placed. For the method presented in ASTM D1556/D1556M the base plate as shown in the drawing shall be used. For the method presented in ASTM D6938 the calibration curves shall be checked and adjusted, if necessary, using only the sand cone method as described in paragraph Calibration of the ASTM publication. Tests performed in accordance with ASTM D6938 result in a wet unit weight of soil and when using this method, ASTM D6938 shall be used to determine the moisture content of the soil. The calibration curves furnished with the moisture gauges shall also be checked along with density calibration checks as described in ASTM D6938. The calibration checks of both the density and moisture gauges shall be made by the prepared containers of material method, as described in paragraph Calibration of ASTM D6938, on each different type of material being tested at the beginning of a job and at intervals, as directed.

### 3.6 MATERIAL TESTING

#### 3.6.1 Crushed Stone

The Contractor shall determine the abrasion, aggregate soundness, gradation, liquid limit, and plasticity index of the crushed stone

material for acceptance of the material. As a minimum for each quarry providing crushed stone, gradation tests shall be performed on the material once before delivery begins, and once for each 1,500 tons delivered up to a required quantity of 15,000 tons, and thereafter, a minimum of once for every additional 7,500 tons delivered. Once delivery has begun, samples for tests shall be taken from material that has been delivered to the jobsite. The on-site Government representative shall be notified when a sample is to be taken for each test and shall be given the opportunity to witness the taking of each sample. The Contractor shall accomplish the testing within two working days after the sample is taken and shall provide the original and one copy of all test results to the Government representative within three working days after the test is taken. A laboratory that has been approved by the Contracting Officer shall perform the tests. Any additional sampling and testing shall be performed as part of the quality control testing program at the quarry and certified test reports shall be furnished to the Contracting Officer. The quarry laboratory shall provide documentation that they have been validated and/or certified under the requirements of ASTM or AASHTO Standards for Evaluation of Testing Facilities (based on compliance with relevant paragraphs of ASTM D3740).

-- End of Section --

CATEGORY I – ACCEPTABLE SOURCES

January 2021

MVD Master List  
Stone Protection Sources

On the basis of information and data available, stone meeting the quality requirements in paragraph EVALUATION TESTING OF STONE of UFGS Section 35 31 19, STONE, CHANNEL, SHORELINE/COASTAL PROTECTION FOR STRUCTURES, has been produced from the sources listed. Acceptance of a source of stone is not to be construed as acceptance of all material from that source. The right is reserved to reject materials from certain localized areas, zones, strata, or channels, when such materials are unsuitable for stone as determined by the Contracting Officer. The Contracting Officer also reserves the right to reject individual units of produced specified materials in stockpiles at the quarry, all transfer points, and at the project construction site when such materials are determined to be unsuitable.

| Lat/Long<br>(Tested)                                | Quarry Location, Address<br>and Telephone Number   | Main Office Address<br>and Telephone Number  |
|---|--|--|
| <b><u>ALABAMA</u></b>                               |  |  |
| 34° 26' 47"N<br>86° 15' 32"W<br><br>Updated<br>2021 | Guntersville Quarry - from the intersection of US Hwy 431 and AL Hwy 79, north of Guntersville, AL, travel north 0.7 miles on US HWY 431 to Convict Camp Road. Turn right onto Convict Camp Rd and travel 0.5 miles. Mine scale house will be on the right.<br><br>TEL:256.582.2130  | Madison Materials<br>692 Convict Camp Rd<br>Guntersville, AL 35976<br><br>POC: Tom Bass<br>TEL: 256.582.2656<br>tombass@whitaker-contracting.com |
| 34° 11' 33"N<br>86° 29' 18"W<br><br>Added Mar 2016  | Summit Quarry - from the intersection of US Hwy 278 and US Hwy 231, near Brooksville, AL, travel north 2.8 miles on US Hwy 231N to Blount County Road 25. Turn right onto Blount County Road 25 and travel 1.5 miles to Hinds Road. Turn right onto Hinds Road and Travel 1.8 miles to quarry entrance. Quarry entrance will be on the right.<br><br>TEL: 205.429.3807     | Madison Materials<br>2335 Hinds Rd.<br>Blountville, AL 35031<br><br>POC: Tom Bass<br>TEL: 256.582.2656<br>tombass@whitaker-contracting.com       |
| 33° 37' 40"N<br>87° 00' 22"W<br><br>Added Mar 2016  | Flat Top Quarry – from the intersection of interstate I-22W and US Hwy 78, near Graysville, AL, take exit 85 toward Birmingham and travel 0.6 miles on US Hwy 78. Turn right onto first exit ramp (2 <sup>nd</sup> Ave. NW). Travel 0.4 miles on 2 <sup>nd</sup> Ave NW and merge onto Flat Top Road. Travel north on Flat Top Road 0.12 miles to quarry entrance on left. | Madison Materials<br>2335 Hinds Rd.<br>Blountville, AL 35031<br><br>POC: Tom Bass<br>TEL: 256.582.2656<br>tombass@whitaker-contracting.com       |

CATEGORY I – ACCEPTABLE SOURCES

| Lat/Long<br>(Tested)   | Quarry Location, Address<br>and Telephone Number   | Main Office Address<br>and Telephone Number   |
|--|--|---|
| <p>34° 33' 29.89"N<br/>86° 34' 31.37"W</p> <p>Updated<br/>2019</p>         | <p>Lacey Spring Quarry – From Lacey Spring AL, go 1.7 miles north of intersection of US Hwy 231/AL Hwy 53 with AL Hwy 36 and turn right onto the southern end of 149 Parks Chapel Rd and go to quarry entrance on right.</p> <p>Lacey Spring Quarry<br/>149 Parks Chapel Rd.<br/>Lacey Spring, AL 35754</p>  | <p>Rogers Group Inc.<br/>Corporate Headquarters<br/>421 Great Circle Rd.<br/>Nashville, TN 37228<br/>615.242.0585</p> <p>Rogers Group Inc.<br/>Administrative Office<br/>520 Three Mile Lane<br/>Tuscumbia, AL 35674<br/>256.383.1645</p> <p>POC: Mr. Michael Wilkes -<br/>Quarry Manager</p> |
| <p>34° 39' 51.82"N<br/>87° 37' 31.33"W</p> <p>Updated<br/>2019</p>         | <p>Tuscumbia Quarry – from the intersection of US Hwys 72 and 43, in Tuscumbia, take US Hwy72/AL Hwy 20 east approximately 2 miles and then turn south on to Three Mile Road (County Rd 57) and go 2.3 miles to Quarry entrance on left.</p> <p>LEDGES 1,2 AND 3*</p> <p>*Ledge 3 – Randomly oriented fractures are present in the material. Failure can occur along existing fractures under F&amp;T.</p> <p>Tuscumbia Quarry<br/>520 Three Mile Lane<br/>Tuscumbia, AL 35674</p> | <p>Roger Group Inc.<br/>Corporate Headquarters<br/>421 Great Circle Rd.<br/>Nashville, TN 37228<br/>615.242.0585</p> <p>Roger Group Inc.<br/>Administrative Office<br/>520 Three Mile Lane<br/>Tuscumbia, AL 35674<br/>256.383.1645</p> <p>POC: Mr. Michael Wilkes -<br/>Quarry Manager</p>   |
| <p>34° 43' 24.70"N<br/>88° 06' 59.75"W</p> <p>Updated<br/>January 2015</p> | <p>Allsboro Quarry- 8 miles east of intersection of MS Hwy 25 &amp; Tish. Co. #957 at Midway, MS, just across AL. state line.</p> <p>Hoover Incorporated<br/>P. O. Box 613<br/>Iuka, MS 38852<br/>(256) 360-2400/(800) 535-2636</p>  | <p>Hoover Incorporated<br/>1205 Bridgestone Parkway<br/>P. O. Box 1700<br/>LaVergne, TN 37086-1700<br/>(615) 793-2600</p>   |

CATEGORY I – ACCEPTABLE SOURCES

| Lat/Long<br>(Tested)   | Quarry Location, Address<br>and Telephone Number  | Main Office Address<br>and Telephone Number   |
|--|---|---|
| <p>32° 44' 05.14"N<br/>86° 16' 12.72"W</p> <p>Updated<br/>January 2015</p>           | <p>Hard Rock Hill Quarry – From intersection I-95/US-231 go 15 miles north to Wallasboro, AL. Continue north on US-231(AL-53&amp;21) for approximately 8 miles to intersection of US-231 &amp; CR-429 (Bucky Rd.) and go approx. 3.5 miles and turn right on to County Rd. 428 (Providence Rd) and go approx. 0.8 miles to quarry on left.</p> <p>Quarry Phone – 334.514.8800</p> | <p>North Montgomery Materials, LLC<br/>2194 Providence Rd<br/>Titus Alabama 36080<br/>P.O. Box 469<br/>Millbrook, AL 36054<br/>Office: 334.514.8800<br/>E-mail: hardrockhill2@aol.com</p>                     |
| <p>34° 43' 33.46"N<br/>87° 48' 28.66"W</p> <p>2020<br/>Data update<br/>submitted</p> | <p>Pride Quarry located on N side of US Hwy 72, Pride, AL. approx.8.2 miles west of intersection of US-72 and US-43 in Tuscumbia, AL</p> <p>Vulcan Materials, Pride Quarry<br/>P.O. 740250<br/>18055 Hwy 72<br/>Tuscumbia, AL 35674<br/>205.310.6853-cell</p>   | <p>Vulcan Materials Co.<br/>Southern and GLF CST DVSN<br/>P.O. Box 385016<br/>Birmingham, AL 35238-5016<br/>Tim Wyatt – Area Manager<br/>wyattt@vmcmail.com<br/>205.668.6001-office<br/>205.310.6853-cell</p> |
| <p>34° 44' 40" N<br/>87° 56' 0"W</p> <p>2020</p>                                     | <p>Cherokee Quarry- 3 miles east of Cherokee, AL on old Hwy 72.</p> <p>Vulcan Materials Co., Cherokee Quarry<br/>P.O. Box 459<br/>Cherokee, AL 35616<br/>POC: Tim Wyatt<br/>205.310.6853<br/>wyattt@vmcmail.com</p>   | <p>Vulcan Materials Co.<br/>Southern and GLF CST DVSN<br/>P.O. Box 385016<br/>Birmingham, AL 35238-5016<br/>POC: Tim Wyatt<br/>205.310.6853<br/>wyattt@vmcmail.com</p>  |
| <p><b><u>ARKANSAS</u></b></p>  |   |   |

CATEGORY I – ACCEPTABLE SOURCES

| Lat/Long<br>(Tested)  | Quarry Location, Address<br>and Telephone Number  | Main Office Address<br>and Telephone Number   |
|---|---|---|
| <p>N 34° 57' 31.72"<br/>W 92° 4' 16.30"</p> <p>Updated<br/>2015</p>         | <p>Cabot Quarry - The quarry is located in Lonoke County off AR Highway 5 approx. 1.6miles north of US Highways 167/67 exit 16B, Cabot, AR.</p> <p>LEDGE 3</p> <p>Rogers Group, Inc. – Cabot Quarry<br/>10302 AR Hwy 5,<br/>Cabot AR 72023</p>  | <p>Rogers Group, Inc<br/>1223 Front St. Arkansas 72032</p> <p>POC: Johnathan Lane</p>   |
| <p>36° 05' 18.33"N<br/>91° 06' 35.34"W</p> <p>Updated<br/>Jan 2018</p>      | <p>Black Rock Quarry (Powhatan Quarry) - Take Hwy 63 north or south to Hwy 25/3rd street east. Travel approx .1 miles and turn right to stay on Hwy 25, quarry will be on right hand side approx two miles ahead.</p> <p>Powhatan Quarry<br/>Div. Capital Quarries Co. Inc,<br/>4549 Hwy 25<br/>Powhatan AR 72458</p>   | <p>Capital Quarries Co. Inc,<br/>PO Box 105050<br/>Jefferson City, Mo 65110</p> <p>Chris W. Pitts<br/>Phone (870) 248-1212<br/>Fax (870) 248-0532<br/>Cell (573) 694-0797</p> |
| <p>36° 17'<br/>51.468"N<br/>90° 58' 55.70"W</p> <p>Updated<br/>Jan 2018</p> | <p>Pocahontas Quarry - Take Hwy 67 north or south to the Hwy 90/115 junction west. Follow Hwy 90/115 until the two highways split, bear right to stay on Hwy 115. Stay on Hwy 115 approx two miles and turn left on Hwy 251. Proceed .1 miles and turn left onto Johnson Church Rd. The quarry is .5 miles ahead on left.</p> <p>Div. Capital Quarries Co. Inc,<br/>632 Johnson Church Rd<br/>Pocahontas AR 72455</p> | <p>Capital Quarries Co. Inc,<br/>PO Box 105050<br/>Jefferson City, Mo 65110</p> <p>Chris W. Pitts<br/>Phone (870) 248-1212<br/>Fax (870) 248-0532<br/>Cell (573) 694-0797</p> |
| <p>35° 51' 48"N<br/>91° 19' 32"W</p> <p>Updated<br/>Dec 2017</p>            | <p>Bradley/Batesville Quarry - From Cord, AR take AR-122 north to interception with AR 25 and continue north on AR-25 for a total distance of approx. 3.2 miles. Take Bradley Ln on left to the quarry.</p>   | <p>Bradley Contracting<br/>500 Bradley Lane<br/>Cord, AR 72524<br/>(870) 799-2338<br/>blakebci@gmail.com</p>  |

CATEGORY I – ACCEPTABLE SOURCES

| Lat/Long<br>(Tested)   | Quarry Location, Address<br>and Telephone Number   | Main Office Address<br>and Telephone Number   |
|--|--|---|
| <p>34° 40' 38"N<br/>92° 15' 38"W</p> <p>Updated<br/>(2020)</p>                         | <p>Granite Mountain Quarry #1 is located on east side of AR I-530 and just north of Dixon Road, AR Hwy 338</p> <p>Granite Mountain Quarries<br/>P.O. Box 138<br/>Sweet Home, AR 72164<br/>(501) 490-1535</p>   | <p>McGeorge Corporation<br/>P.O. Box 408<br/>1425 Shamburger Lane<br/>Sweet Home, AR 72164<br/>(501) 490-1456</p>   |
| <p>34° 40' 38" N<br/>92° 15' 38" W</p> <p>Updated<br/>(2020)</p>                       | <p>Granite Mountain Quarry #2 is located on west side of AR I-530 and just north of Dixon Road, AR Hwy 338</p> <p>Granite Mountain Quarries<br/>P.O. Box 138<br/>Sweet Home, AR 72164<br/>(501) 490-1535</p>   | <p>McGeorge Corporation<br/>P.O. Box 408<br/>1425 Shamburger Lane<br/>Sweet Home, AR 72164<br/>(501) 490-1456</p>   |
| <p>34° 34' 48"N<br/>92° 27' 59"W</p> <p>Updated<br/>(2020)</p>                         | <p>Granite Mountain Quarry #3 is located 3 miles south of intersection of I-30 and AR Hwy 183 and south of Bryant, AR and 1 mile east on County Rd. #2</p> <p>Granite Mountain Quarries<br/>P.O. Box 886<br/>Bryant, AR 72089</p>  | <p>McGeorge Corporation<br/>P.O. Box 408<br/>1425 Shamburger Lane<br/>Sweet Home, AR 72164<br/>(501) 490-1456</p>   |
| <p>34° 19' 21.08"N<br/>93° 20'<br/>56.81"W</p> <p>Updated<br/>September<br/>(2017)</p> | <p>River Mountain Quarry – From intersection of AR Hwy 7 and AR Hwy 22 in Dardanelle, AR, go west to Delaware, AR and turn north on AR Hwy 393, then go 0.9 miles and then turn left onto River Mountain Road and go 4.0 miles to entrance to quarry, at AR River Mile 218.5</p> <p>Two active pits:<br/>Area C or Berryhill pit<br/>Main or Lower East pit</p> <p>Pine Bluff Sand &amp; Gravel, River Mountain Quarry<br/>3979 River Mountain Rd.<br/>Delaware, AR 72835<br/>(479) 938-7018</p> | <p>Pine Bluff Sand and Gravel<br/>P.O. Box 7008<br/>Pine Bluff, AR 71611-7008<br/>12615 Scenic Highway<br/>Baton Rouge, LA 70807<br/>POC: Chris Abadie<br/>318.308.5670 – cell<br/>225.922.7861 – office<br/>Chris.abadie@pbsgc.com</p> |

CATEGORY I – ACCEPTABLE SOURCES

| Lat/Long<br>(Tested)   | Quarry Location, Address<br>and Telephone Number  | Main Office Address<br>and Telephone Number  |
|--|---|--|
| 34° 41' 22.44"N<br>92° 17' 53.23"W<br><br>Updated<br>(2016)            | Big Rock Quarry- Off AR Hwy 367, 0.5 mile north of junction with 65 <sup>th</sup> Street, Little Rock, AR   | Arkansas Aggregates (3M Quarry)<br>1910 W. 65 <sup>th</sup> St.<br>Little Rock, AR 72209<br>(501)565-5333  |
| 35° 16' 56.44"N<br>91° 40' 55.06"W<br><br>Ledge 2<br>Updated<br>(2015) | Searcy Quarry – from I-67, exit 48, Judsonia, AR exit (AR Hwy 385), turn to go toward Plainview, AR on AR Hwy 385, go approximately 1.5 miles and turn left into quarry, Rock Lane.<br><br>Vulcan Materials Co., Searcy Quarry<br>125 Rock Road<br>Judsonia, AR 72081<br>(501) 729-3925 | Vulcan Materials Co.<br>Southern and GLF CST DVSN<br>P.O. Box 385016<br>Birmingham, AL 35238-5016<br>(205) 298-3701  |
| 36° 8' 36.74"N<br>91° 9' 49.80"W<br><br>Ledge 5<br>Updated<br>(2015)   | Verkler Quarry – Approx. 4 miles north of Black Rock, AR on U.S. Hwy. 63 to quarry on west side of highway.<br>Vulcan Materials Co., Verkler Quarry<br>P.O. Box 276<br>Black Rock, AR 72415<br>(870) 878-6245   | Vulcan Materials Co.<br>Southern and GLF CST DVSN<br>P.O. Box 385016<br>Birmingham, AL 35238-5016<br>(205) 298-3701  |
| 34° 8'46.58"N,<br>93°15'34.80"W<br>(Sep 2019)                          | Hollywood Quarry located off Highway 53, 3 miles north of Hollywood, Arkansas, AR in Ouachita Mountain Range.   | McGeorge Contracting Co. Inc.<br>P.O Box 408<br>1425 Shamburger Lane<br>Sweet Home AR 72164<br>Pine Bluff, Arkansas<br>POC: Anthony Jones<br>anthony.jones@mcgeorgecontracting.com<br>office: 501.490.6079<br>Cell: 501.353.4515 |
| <b><u>GEORGIA</u></b>  |   |  |
| 32°36' 5.5"N<br>84° 56' 54.7"W<br><br>Added<br>December 2018           | Columbus Quarry is located North of Columbus, Georgia near the small community of Fortson, on Smith Rd, 0.2 miles east of exit 14 Interstate I-185.<br>3001 Smith Rd.<br>Fortson, Georgia 31808<br><br>POC: Dan Johnson   | The Concrete Company<br>Columbus Quarry<br>1030 1 <sup>st</sup> Ave.<br>Columbus, GA 31901<br>(706) 569-4446<br>POC: Dan Johnson   |

CATEGORY I – ACCEPTABLE SOURCES

| Lat/Long<br>(Tested)   | Quarry Location, Address<br>and Telephone Number   | Main Office Address<br>and Telephone Number  |
|--|--|--|
| <b><u>ILLINOIS</u></b>   |  |  |
| <p>37° 28' 59.07"N<br/>88° 58' 2.99"W</p> <p>December<br/>2018</p>       | <p>Buncombe Quarry: From Marion IL, take I-57 South to exit 45, turn right (east) MO-148 (N. Refuge Rd.), keep straight onto MO-37. The quarry is 3-4 miles South of Goreville.</p> <p>Top Ledge</p> <p>Delta Companies, Inc. SILS.<br/>4800 State Route 37 N<br/>Goreville, IL 62939-3003<br/>(618) 995-2392</p>  | <p>Delta Companies, Inc<br/>www.deltacos.com<br/>(573) 785-2757<br/>POC: Mike Martin</p>   |
| <p>37° 28' 47.72" N<br/>88° 7' 32.89" W</p> <p>Updated<br/>(2016)</p>    | <p>Cave-In-Rock Quarry is located approximately 5 miles east of Cave in Rock, IL. From the flashing light on Illinois Highway 1, from the ferry across the Ohio River, head east past Cave-in-Rock State Park to intersection with next road and turn south toward river. Quarry is on right 0.25 miles from intersection.</p>   | <p>Lafarge Holcim<br/>One Deerfield Center<br/>13560 Morris Road, Suite 3350<br/>Alpharetta, GA 30004<br/>TEL: 678.867.1309<br/>Ken Coats<br/>205.492.7934</p> |
| <p>37° 19' 07.42"N<br/>89° 01' 12.36"W</p> <p>Updated<br/>(Sep 2019)</p> | <p>Shawnee Stone, LLC- Cypress Plant<br/>From Cairo IL, go to north on I-57 to exit 18, Ullin and take ramp right. At the end of ramp turn right on Co. Rd. 7 (East), Ullin Rd. (Shawnee College Rd.), and proceed 7 mi. to St. Rt. 37. Turn left on St. Rt. 37 (North) and proceed north for 3.2 mi. and the quarry is on the right hand side of the road.</p> <p>Bottom Ledge<br/>Ledge 20<br/>Ledge 70</p> <p><b>NOTE:</b> The Cypress plant quarry should provide rock from bottom of the Lower Ledge (Mammoth Cave Group. Ste. Genevieve Formation) which should produce riprap and stone protection meeting the required requirements.</p> | <p>Shakespeare Aggregates, Inc.<br/>202 West Main Street<br/>Salem, IL 62881<br/>Tel. No. 618.548.1585<br/>www.shakespeare-oil.com</p>                         |

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| Lat/Long<br>(Tested)   | Quarry Location, Address<br>and Telephone Number  | Main Office Address<br>and Telephone Number   |
|--|---|---|
| <b><u>KENTUCKY</u></b>   |   |   |
| <p>37° 02'55.14" N<br/>88° 17'52.56" W</p> <p>Mar 2016</p>               | <p>Grand Rivers Quarry – located at the Livingston County, KY. From the intersection of Interstate 24 and KY Hwy 453 (Dover Rd.), Grand Rivers, KY, take KY 453 1.7 miles north to the entrance quarry on the left.</p> <p>St. Louis/Salem Formation<br/>From Ledge A Lift 3 only</p>   | <p>Winn Material of Kentucky, LLC<br/>877 Dover Rd.<br/>Grand Rivers, KY 42045<br/>POC: Bradley Walker<br/>TEL: 270.977.8860<br/>TJ Palmer:<br/>TEL: 270.928-4757</p>   |
| <p>37° 11' 36" N<br/>88° 15' 59" W</p> <p>Updated October<br/>(2016)</p> | <p>Cumberland River Quarry (Formerly Smith Quarry) is located approximately 6 miles south of Salem, KY, at Cumberland River Mile 14.5. From the intersection of US Hwy 60 and KY Hwy 723 in Salem, KY go south approximately 3.5 miles and then turn right onto Maddox Road and go approximately 2.5 miles</p>  | <p>Pine Bluff Sand and Gravel Co.<br/>780 Spencer Road<br/>Salem, KY 42078<br/>Tel: 870.541.4464<br/>Fax: 870.541.4465<br/>Email: <a href="mailto:chris.abadie@pbsgc.com">chris.abadie@pbsgc.com</a><br/>Tel: 318.308.5670</p> <p>Formerly Titan Cumberland Resources</p>   |
| <p>37° 10' 36.37" N<br/>88° 01' 18.15" W</p> <p>Updated<br/>(2016)</p>   | <p>Fredonia Quarry – Take US Hwy 641 2.8 miles Southeast of Fredonia, KY and turn east onto Fredonia Quarry Road.</p> <p>297 Fredonia Quarry Rd.<br/>Fredonia, KY 42411<br/>(270) 545-9338<br/>POC: Ken Coats<br/><a href="mailto:robby.maxwell@lafarge.com">robby.maxwell@lafarge.com</a></p>  | <p>Lafarge Holcim<br/>One Deerfield Center<br/>13560 Morris Road, Suite 3350<br/>Alpharetta, GA 30004<br/>TEL: 678.867.1309<br/>Ken Coats<br/>205.492.7934<br/><a href="mailto:john.pooler@lafarge.com">john.pooler@lafarge.com</a><br/><a href="mailto:bob.beste@lafarge.com">bob.beste@lafarge.com</a></p>        |
| <p>37° 11' 41.68" N<br/>88° 22' 58.92" W</p> <p>Updated<br/>(2014)</p>   | <p>Three Rivers Quarry – 7 miles northeast of Smithland, KY, off U.S. Hwy 60 (Cumberland Road). From I-24 exit 31 and go N on KY Hwy 453 to intersection with U.S. Hwy 60 and turn right and go over Cumberland River. Quarry is on the right 4.5 mile from bridge.</p> <p>POC: Eddie Cooper<br/>((270)-210-4993<br/><a href="mailto:eddie.cooper@lafarge.com">eddie.cooper@lafarge.com</a></p> | <p>Lafarge of North America<br/>800 N. Causeway Blvd. Ste 2A<br/>Mandeville, LA 70448<br/>POC: John Pooler and Bob Beste<br/>(985)-727-7572 or<br/>(314) 910-9999<br/><a href="mailto:john.pooler@lafarge.com">john.pooler@lafarge.com</a><br/><a href="mailto:bob.beste@lafarge.com">bob.beste@lafarge.com</a></p> |

CATEGORY I – ACCEPTABLE SOURCES

| Lat/Long<br>(Tested)   | Quarry Location, Address<br>and Telephone Number  | Main Office Address<br>and Telephone Number   |
|--|---|---|
| <p>37° 02' 13" N<br/>88° 15' 00" W</p> <p>Updated<br/>(2015)</p>   | <p>Grand Rivers Quarry (Gilbertsville Quarry) –<br/>On US Hwy 62/641, “Between the Dams”,<br/>Lake City, KY. From I-24 exit 31 and go S on<br/>KY Hwy 453 to ramp for US Hwy 62/641 and<br/>go west to quarry office on left.</p> <p>Ledge 2 through 9</p> <p>Ledge 3 – Can be used within a good portion of<br/>MVD based on the map in ASTM 5312 (20<br/>cycles F&amp;T)</p> <p>Vulcan Materials Co., Grand Rivers Quarry<br/>947 U.S. Hwy 62<br/>Grand Rivers, KY 42045<br/>(270) 362-4264</p> | <p>Vulcan Materials Co.<br/>Southern and GLF CST DVSN<br/>P.O. Box 385016<br/>Birmingham, AL 35238-5016<br/>(205) 298-3701</p> <p>POC: Mr. Terry Teitloff</p> |
| <p>37° 11' 30.62"N<br/>88° 13' 32.64"W<br/>&amp;<br/>37° 11' 39.58"N<br/>88° 13' 26.63"W</p> <p>Updated<br/>April (2016)</p> | <p>Slats Lucas Quarry - is located in Livingston<br/>County, KY, From Paducah, KY take US Hwy<br/>60N through Smithland, KY to Salem, KY.<br/>Turn South on KY Hwy 723 for 5.4 mi to<br/>Pinkneyville, KY and turn left onto Lee Rd<br/>Quarry.</p> <p>Bench D, Ledge 10<br/>Bench D, Ledge 7</p> <p>712 Lee Road<br/>Pinkneyville, KY<br/>Mr. Daniel Adams Quarry Manager<br/>Mr. Colby Croft Assurance Technician<br/>(270)988.2647</p>   | <p>Warren Paving Co.<br/>562 Elks Lake Road<br/>P.O. Box 572<br/>Hattiesburg, MS 39403<br/>(601)544.7800<br/>Bobby Sullivan<br/>601.544.7811</p>              |
| <b><u>MISSOURI</u></b>   |   |   |
| <p>37° 25' 25.15"N<br/>89° 38' 7.83"W</p> <p>Added Aug 2018</p>  | <p>Heartland Materials<br/>1965 County Rd. 601<br/>Jackson, MO 63755<br/>Phone: 573.243.0063</p>  | <p>Delta Companies – Corporate office<br/>114 S. Silver Springs Rd.<br/>Capa Girardeau, MO 63701<br/>573.334.5261<br/>www.deltacos.com</p>                    |

CATEGORY I – ACCEPTABLE SOURCES

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|---|--|--|
| 36° 40' 56.64"N<br>90° 27' 57.6"W<br>July 2016              | Cane Creek Stone, LLC<br>Butler County, MO<br><br>Ledge #1   | Cane Creek Stone, LLC<br>2179 County Road 321<br>Poplar Bluff, Missouri 63901<br>Mr. Chris Williams (Owner)  |
| 39° 04' 06.15"N<br>90° 44' 42.44"W<br>Updated<br>(2020)     | Foley Quarry is located approximately 1.4miles<br>north of Foley, Missouri on the west side of<br>Old State route 79 (presently known as Lincoln<br>County Road 925).<br><br>POC: Jake Fortner<br>636.266.8714<br><a href="mailto:jfortner@magrudercompanies.com">jfortner@magrudercompanies.com</a><br><br>Ledge 1 and Ledge 2  | Magruder Limestone Co., Inc<br>255 Watson Rd.<br>Troy, MO 63379<br><br>POC: Harold Bono<br><a href="mailto:Harold_bono@magrudercompanies.com">Harold_bono@magrudercompanies.com</a>  |
| 37° 26' 04.17"N<br>89° 38' 02.39"W<br><br>Added<br>May 2018 | Fruitland Quarry – Cape Girardeau County,<br>Missouri, On I-55 starting from Cape Girardeau<br>go North to Mile Marker 105. Get off of I-55<br>at the 105/Furitland exit and trun right on Hwy<br>61. Go northeast on Hwy 61 towards Fruitland<br>for ¼ mile. The quarry is on the right between<br>Rhodes 101 Convenience Store and Purcell<br>Tire.<br><br>POC: Kerry Bauman<br>Quarry Manager<br>Tel (cell): 573.880.0885<br><a href="mailto:kerry@baserockminerals.com">kerry@baserockminerals.com</a> | Base Rock Minerals (New owner)<br>5154 US Highway 61<br>Jackson, MO 63755<br>POC: Dwayne Holst<br>Aggregates Sales<br>Tel (cell): 573.579.1074<br><a href="mailto:dwayneh@baserockminerals.com">dwayneh@baserockminerals.com</a> |

CATEGORY I – ACCEPTABLE SOURCES

| Lat/Long<br>(Tested)   | Quarry Location, Address<br>and Telephone Number   | Main Office Address<br>and Telephone Number   |
|--|--|---|
| <p>37° 54' 05.76"N<br/>90° 31' 29.38"W</p> <p>Added<br/>May 2018</p>                                   | <p>Bonne Terre Quarry – St. Francois Country,<br/>MO</p> <p>Starting in Farmington MO at the intersection<br/>of Hwy 67 and Hwy 32. Take Hwy 67 north<br/>about 8.0 miles to Desloge. Take the Desloge<br/>exit onto Bus 67/North Desloge Rd. Go about<br/>¼ mile to first stop light and turn north onto<br/>State Drive/Votech Rd. The quarry entrance is<br/>on the west side of Votech Rd. just past the<br/>cemetery.</p> <p>POC: Kerry Bauman<br/>Quarry Manager<br/>Tel (cell): 573.880.0885<br/>kerry@baserockminerals.com</p> | <p>Base Rock Minerals (New owner)<br/>6801 Votech Road<br/>Bonne Terre, Mo 63628<br/>POC: Dwayne Holst<br/>Aggregates Sales<br/>Tel (cell): 573.579.1074<br/><a href="mailto:dwayneh@baserockminerals.com">dwayneh@baserockminerals.com</a></p> |
| <p>37° 14' 58.92"N<br/>90° 05' 01.22"W</p> <p>Updated<br/>(2014)</p> <p>Waiting for the<br/>report</p> | <p>Arab Aggregates, LLC<br/>3051 State Hwy 51<br/>Zalma, MO 63787<br/>Quarry POC:<br/>Dale Kreitler<br/>Tel: 573.222.2211</p>  | <p>POC: Koreen Bassham<br/>FA Quarry &amp; Hauling, LLC<br/>Burfordville Quarry<br/>Arab Aggregates, LLC<br/>25501 State Route Z<br/>St. Mary, MO 63673<br/>Tel: 573-543-5366<br/>Mailing Address:</p>  |
| <p>37° 15' 57.96"N<br/>89° 33' 24.00"W</p> <p>Updated<br/>December<br/>(2018)</p>                      | <p>Cape Girardeau Quarry – is located on the<br/>Northeast corner of MO-72 and South Sprigg<br/>St. East of I-55, exit no. 93.</p> <p><u>LEDGE 3-4 ONLY</u></p> <p>Southeast Missouri Stone Co.<br/>3155 Sprigg St.<br/>Cape Girardeau, MO 63702<br/>(573) 986-9516</p>  | <p>Delta Companies, Inc. - Corporate Office<br/>114 S Silver Springs Rd<br/>Cape Girardeau, MO 63701<br/>Phone: 573-334-5261<br/>Fax: 573-986-9511</p>  |

CATEGORY I – ACCEPTABLE SOURCES

| Lat/Long<br>(Tested)   | Quarry Location, Address<br>and Telephone Number   | Main Office Address<br>and Telephone Number   |
|--|--|---|
| <p>Stockpile<br/>37.047439;<br/>-90.308292</p> <p>Updated<br/>December<br/>(2018)</p>  | <p>Shook Quarry is located in Shook, MO in Wayne County on the east side of Wappapello Lake. Take US-67 north from Poplar Bluff to Greenville, MO. Take State Road D east for approx. 10.4 miles to Shook, MO and the quarry will be on the left east of the highway.</p> <p>Shook Quarry (R200 Stockpile tested)<br/>Shook, MO</p>  | <p>Delta Companies, Inc. - Corporate Office<br/>114 S Silver Springs Rd<br/>Cape Girardeau, MO 63701<br/>Phone: 573-334-5261<br/>Fax: 573-986-9511</p>    |
| <p><b>Top Ledge</b><br/>36898187<br/>-90.480115</p> <p><b>Middle Ledge</b><br/>36.895213<br/>-90.475573</p> <p>December<br/>(2018)</p> | <p>Williamsville Stone Co. Quarry, State Highway 67N, Poplar Bluff, MO 63901<br/>Take US-67 north from Poplar Bluff for approximately and quarry will be on the right (east) of highway just south of a bridge crossing the Black River.<br/>POC: Mike Martin</p> <p>ACCEPTABLE : TOP AND MIDDLE LEDGE</p> <p>(573) 785-2757</p>   | <p>Delta Companies, Inc. - Corporate Office<br/>114 S Silver Springs Rd<br/>Cape Girardeau, MO 63701<br/>Phone: 573-334-5261<br/>Fax: 573-986-9511</p>    |
| <p>37° 13.867N<br/>89° 32.028W</p> <p>Added Jan<br/>(2014)</p>   | <p>Seminole Ag-Lime quarry direction - in Scott City, MO from the south on I-55 are: take Exit 89 onto Main St.; left (east) onto Main St.; 0.4 miles and left (north) onto Mulberry St.; 0.2 miles and continue on Warner Ave. (new concrete); 0.6 miles and left (east) on Rock Levee Rd.; 0.4 miles to quarry road on left.</p> <p>POC: Mike Crostic QC<br/>(314)775-5242</p> <p>Note: It is recommended that rock from overlying and other layers should not be intermixed with the rock from this ledge (MODOT Ledge 25).</p> | <p>Seminole Ag Lime<br/>501 Rock Levee Rd.<br/>P.O. Box 4236<br/>Scott City, MO<br/>POC: William R. Florman<br/>(573)388-4930<br/>(573)388-4931 (fax)</p> |

CATEGORY I – ACCEPTABLE SOURCES

| Lat/Long<br>(Tested)  | Quarry Location, Address<br>and Telephone Number  | Main Office Address<br>and Telephone Number   |
|---|---|---|
| <p>38° 05' 03"N<br/>90° 12' 30"W</p> <p>Updated<br/>(2016)</p> <p>38 05 03N<br/>90 12 30W</p> | <p>Brickeys Quarry (Old Menefee Quarry)<br/>@MRM 135.8 above the mouth of the Ohio<br/>River,- Take I-55 4 miles north of Bloomsdale,<br/>MO, exit 162, and take exit for County Rds.<br/>DD &amp; OO and turn east and go 1 mile to US<br/>Hwy 61 and continue straight ahead thru<br/>intersection on Brickeys Rd. to quarry.<br/>(Formerly Brickeys Stone LLC)<br/>Ledges 50-48 - Burlington<br/>Ledge 46 - Kimmswick<br/><b>Ledges 43-42 Added Plattin Limestone<br/>formation - 2013</b></p> | <p>APAC<br/>13588 Brickeys Rd.<br/>Bloomsdale, MO 63627<br/>(573) 483-3475</p>  |
| <p>37° 14' 40.02"N<br/>90° 27' 17.04"W</p> <p>Updated<br/>Jan 2018</p>                        | <p>Lodi Quarry - From Cape Girardeau, MO take<br/>MO Highway 34 west to junction with the U.S.<br/>Highway 67 and turn north onto U.S. 67 and go<br/>approx. 5 miles and the quarry will be on the<br/>right.</p> <p>POC: J.W. Strack –owner<br/>Charles McCutcheon office manager</p>  | <p>Strack Stone Lodi, LLC.<br/>HC1 Box 1169<br/>Silva, MO 63964</p> <p>O:(573)-224-3621<br/>F:(573)-224-3123<br/>Owner: JW Strack -573.270.2024<br/>e-mail: strackstone@gmail.com</p> |
| <p>38° 00' 36.68"N<br/>90° 05' 42.47"W</p> <p>Updated<br/>(2015)</p>                          | <p>Bussen Quarry - 5 miles north of St.<br/>Genevieve, MO, MRM 127.6, above the mouth<br/>of the Ohio River, 19829 Lower Frenchman<br/>Rd.</p> <p>Zone 8, Zone 12, Ledge 8B, and Ledge 8T.</p> <p><b>Note:</b> Ledge 8T and Zone 12 can only be used<br/>on regions that required 20 and 25 cycles of<br/>F&amp;T.</p> <p>Tower Rock Stone Co.<br/>P.O. Box 111<br/>St. Genevieve, MO 63670<br/>(573) 883-7415</p>  | <p>Tower Rock Stone Co.<br/>P. O. Box 50<br/>Columbia, IL 62236<br/>(618) 281-4106</p>  |
| <p>37.853634o N<br/>89.990964 o W<br/><b>Added 2020</b></p>                                   | <p><b>FISCHER QUARRY AND HAULING</b><br/><b>25501 STATE ROUTE Z</b><br/><b>ST. MARY, MISSOURI</b><br/><b>(573) 543-5366</b></p>   |   |

CATEGORY I – ACCEPTABLE SOURCES

| Lat/Long<br>(Tested)   | Quarry Location, Address<br>and Telephone Number  | Main Office Address<br>and Telephone Number  |
|--|---|--|
| <b><u>OHIO</u></b>   |   |  |
| <p>41° 26' 25.87"N<br/>83° 21' 23.92"W</p> <p>Added<br/>Mar 2014</p>                                     | <p>Woodville Quarry – From Ohio Turnpike (I-90/80) exit 81, take MO Hwy 51 south for 2 miles and turn right on to US Hwy 23W toward Woodville. From intersection of Us – 23 &amp; MO – 51 go 3.4 miles to N. Anderson Rd. and turn south go 0.5 miles and quarry entrance will be on your right.<br/>Located at Sandusky County.<br/>POC: Mr. Jim Bischoff – Quarry Manager</p> | <p>The Olen Corporation<br/>4755 South High St. Columbus, OH 43207<br/>614.491.1515<br/>Area Aggregates<br/>659 Anderson Rd.<br/>Woodville, Ohio 43469<br/>419.849.3218</p>  |
| <b><u>HONDURAS, CENTRAL AMERICA</u></b>  |   |  |
| <p>Bench 8 updated 2010 and Zone-12 new source added<br/>15° 10'N<br/>87° 52'W</p> <p>Updated (2016)</p> | <p>Quarry is located in The State Of Cortez in Honduras. Located about 18 miles south of the city of El Progreso and 22 miles north of the city of Santa Barbara, Zacatales, Honduras</p> <p>Sources only tested for use along Gulf Coast at present time.)</p>   | <p>Importaciones Rodriguez, S.A.<br/>22543 Ventura Blvd., Ste 227<br/>Woodland Hills, CA 91364<br/>Metairie, LA 70002<br/>Tel: (818) 224-4270<br/>Fax: (818)224-4736<br/>Email: <a href="mailto:sebrown@looseb.com">sebrown@looseb.com</a><br/>Contact: Sharon E. Brown</p> <p>American Stone Supply, Inc./ ABM Enterprises Inc.<br/>3617 Aspen Dr.<br/>Harvey, Louisiana 70058<br/>Tel: (504) 782- 6046<br/>Tel: (818) 297- 6635<br/>Fax: (866) 594- 3730<br/>Email: <a href="mailto:abm.email@abmenterprise.com">abm.email@abmenterprise.com</a></p> |
| <b><u>MEXICO, STATE OF VERACRUZ</u></b>  |   |  |
| <p>19.524296 N,<br/>96.426432 W<br/>Added<br/>September 2019</p>   | <p>The quarry is located at 19.524296o N, 96.426432 o W, in the State of Veracruz, Mexico approximately 61 kilometers north and west of the Veracruz International Airport.</p>   | <p>Wayne LeBaron, Alamo Construction<br/>15088 Rufus White Road, Prairieville, LA 70769<br/>Telephone 225.362.8997<br/><a href="mailto:wlebaron83@gmail.com">wlebaron83@gmail.com</a></p>  |

**CATEGORY II – INACTIVE SOURCES**  
[EITHER NOT TESTED WITHIN THE LAST 5 YEARS OR CLOSED]

| Lat/Long<br>(Tested)   | Quarry Location, Address<br>and Telephone Number  | Main Office Address<br>and Telephone Number  |
|--|---|--|
| <b><u>ALABAMA</u></b>  |   |  |
| 2005   | Kellerman Quarry, near Brookwood, AL, Black Warrior River Mile 354 (formerly operated by U.S. Crushed Stone)  | Shippers & Sellers LLC<br>P.O. Box 1349<br>Jasper, AL 35502-1349   |
| 34° 26.0'N<br>88° 03.2' W<br><br>Last Tested<br>August 2013                        | Red Bay Quarry – From Red Bay, AL take AL Hwy 24 and go east approx. 6 miles to Country Rd. 25 (near mile marker 6) approx. 0.8mile east of intersection of AL Hwy 24 and 27. Turn south onto County Rd 25 and go approx. 1 mile and bear right onto Cooney Rd. to quarry entrance on right.<br><br>250 Cooney Road<br>Red Bay, Alabama<br>(256)-356-4030 | Limestone Red Bay, Inc.<br>P.O. Box 8057<br>2601 Celda Drive<br>POC: John Wroten<br>(662)327-9224                                    |
| 33° 08' 51.648"N<br>85° 34' 15.383"W<br><br>Last tested<br>May 2013                | Wadley Crushed Stone Quarry – go to north of Alabama 177, turn right on County Rd. 868, go about ½ mile. A wide unmarked gravel road is on you left, a baseball field on your right. Turn left on the gravel road and follow it to the quarry office and scale house.   | Wadley Crushed Stone<br>874 County Road 838<br>Wadley, Alabama 36276<br><br>Office Phone Number is 256-914-1011<br>POC: Mike Fordham |
| <b><u>ARKANSAS</u></b>   |   |  |
| 36° 17'51.49" N<br>90° 58' 55.70"W<br><br>2010<br>No test data update<br>submitted | Black Rock Quarry (formerly Sloan Cavanaugh) - 4.5 miles northwest of Black Rock, AR off U.S. Hwy 63 on County Rd. 208.<br>POC: Mr. Bill Brown (870.879.6201)   | Martin Marietta Aggregates<br>P. O. Box 260<br>Vulcan Rock, AR 72415<br>(870) 878-6201   |

**CATEGORY II – INACTIVE SOURCES**  
[EITHER NOT TESTED WITHIN THE LAST 5 YEARS OR CLOSED]

| Lat/Long<br>(Tested)   | Quarry Location, Address<br>and Telephone Number   | Main Office Address<br>and Telephone Number  |
|--|--|--|
| <p>34° 26' 01.62"N<br/>92° 51' 30.78"W</p> <p>2009<br/>No test data update<br/>submitted</p> | <p>Jones Mill Quarry is located off US Highway 270 approximately 2 miles west of I-30, exit 98, Malvern, AR<br/>POC: Gary Gray – Plant Manager<br/>501.844.1640<br/><a href="mailto:Gary.gray@martinmarietta.com">Gary.gray@martinmarietta.com</a><br/>Doug Morin<br/>501.520.7250<br/><a href="mailto:Douglas.morin@martinmarietta.com">Douglas.morin@martinmarietta.com</a></p>  | <p>Martin Marietta Aggregates Inc.<br/>4202 Highway 270 West<br/>Malvern, AR 72104<br/>501.844.1640<br/>501.520.7250</p> |
| <p>34° 01' 04.98"N<br/>94° 21' 15.54"W</p> <p>2009<br/>No test data update<br/>submitted</p> | <p>Hatton Quarry is located off US Highway 59/71, Hatton AR. From US H-way 59/71 turn east on to Hatton Lane, go 0.3 miles and take a slight right onto County Rd. 15 for 0.6 miles to quarry.<br/>POC: Gary Gray – Plant Manager<br/>501.844.1640<br/><a href="mailto:Gary.gray@martinmarietta.com">Gary.gray@martinmarietta.com</a><br/>Doug Morin<br/>501.520.7250<br/><a href="mailto:Douglas.morin@martinmarietta.com">Douglas.morin@martinmarietta.com</a></p> | <p>Martin Marietta Aggregates Inc.<br/>4202 Highway 270 West<br/>Malvern, AR 72104<br/>501.844.1640<br/>501.520.7250</p> |
| <b>ILLINOIS</b>  |  |  |
| <p>37/88<br/><br/>(2005)</p>   | <p>Golconda Quarry – from Golconda, IL go NE on IL Hwy 146 for 10 miles. At junction with IL Hwy 34, take a right towards Job Corps Center and Shetlerville, IL. Go approximately 2 miles and quarry will be on left.</p>  | <p>Florida Rock Industries<br/>RR 1, Box 110<br/>Golconda, IL 62938<br/>(618) 285-6060</p>                               |
| <p>37N/89W<br/>(2005)</p>  | <p>Gray's Point Quarry - MRM 46.2, above the mouth of the Ohio River. Take Exit 91 off I-55 on Rd. AB at Scott City, MO, and go east 4 miles to quarry.</p> <p>Tower Rock Stone Co.<br/>P.O. Box 4248<br/>Scott City, MO 63780<br/>(573) 264-3800</p> <p><b>CLASSIFIED AS INACTIVE</b></p>   | <p>Tower Rock Stone Co.<br/>P. O. Box 50<br/>Columbia, IL 62236<br/>(618) 281-4106</p>                                   |

**CATEGORY II – INACTIVE SOURCES**  
 [EITHER NOT TESTED WITHIN THE LAST 5 YEARS OR CLOSED]

| Lat/Long<br>(Tested)  | Quarry Location, Address<br>and Telephone Number   | Main Office Address<br>and Telephone Number  |
|---|--|--|
| Ledge 006<br>370 20 24N<br>880 12 38W<br><br>Ledge 007<br>370 19 41N<br>880 15 57W<br><br>Ledge 009<br>370 18 42N<br>880 09 55W<br><br>Ledge 011<br>370 21 56N<br>880 09 48W<br><br>Added<br>Dec 2012 | Cave-In-Rock Quarry - take IL Hwy 1 from the flashing light in Cave In Rock, IL, just north of ferry landing on the Ohio River, 1.9 miles north to IL-146 and turn left. Go 1.9 miles on IL-146 to quarry entrance on right.<br><br>POC - Don Hastie<br>LEDGE 007 – UNACCEPTABLE | Hastie Mining and Trucking Co.<br>Rt. 1 Box 55<br>Cave In Rock, IL 62919<br>Contact Terry Teitloff   |
| <b><u>KENTUCKY</u></b>  |  |  |
| <b><u>MICHIGAN</u></b>  |  |  |
| 45/87<br><br>(2003)   | Grooveland Mine<br>Randville Road<br>Felch, MI 49837   | Superior Rock Works<br>10304 Bay shore Drive<br>Rapid River MI 49878<br>906-474-9242<br><a href="mailto:superiorrockworks@yahoo.com">superiorrockworks@yahoo.com</a> |
| <b><u>MISSOURI</u></b>  |  |  |
| 37/89<br><br>(2002)   | Burfordville Quarry – Take I-55 north of Cape Girardeau, MO to interchange with MO Highways 72/34W. Take MO Hwy 34 W for approximately 5 miles to County Rd OO and turn south. Quarry will be on left 1 mile from intersection.  | Burfordville Stone LLC<br>1211 County Road 00<br>Whitewater, MO 63785<br>573-624-7889  |
| 38/90<br><br>(2002)   | Simpson South Quarry – Take St. Hwy 141 from I-55 to intersection with MO Hwy 21, go back toward I-55 to Cecos Lane, on north side of MO Hwy 21, to entrance to quarry.  | Simpson Materials Co.<br>PO Box 68<br>Valley Park, MO 63088-0068<br>(636) 343-4944   |

**CATEGORY II – INACTIVE SOURCES**  
[EITHER NOT TESTED WITHIN THE LAST 5 YEARS OR CLOSED]

| Lat/Long<br>(Tested)  | Quarry Location, Address<br>and Telephone Number   | Main Office Address<br>and Telephone Number  |
|---|--|--|
| 37° 26' 04.08"N<br>89° 38' 14.88"W<br><br>Added<br>Dec 2012 | Fruitland Quarry – located in Cape Girardeau County, MO. Take I-55 North from Cape Girardeau, MO, to exit 105 for Pochahontas, MO and go 0.4 mile north on U.S. 61 to quarry entrance.<br>Ledge #25 - Orange | <del>Strack Stone Company</del><br><del>5120 State Highway 74</del><br><del>Cape Girardeau, MO 63701</del><br><del>(573)335-9430</del><br><br>New Owner<br>Baserock Minerals |

**CATEGORY III – AWAITING SOURCES**  
 [WAITING FOR THE UPDATE TEST DATA OR REPORT]

| Lat/Long<br>(Tested)   | Quarry Location, Address<br>and Telephone Number   | Main Office Address<br>and Telephone Number                         |
|--|--|---|
| <b><u>MISSOURI</u></b>                                       |  |   |
| 39° 14' 50.27"N<br>91° 14' 16.0"W<br><br>Added Dec<br>(2011) | Ashley quarry is located approximately two miles south of Ashley Missouri on the west side of Highway 161. | Magruder Limestone Company Inc.<br>255 Watson Rd.<br>Troy, MO 63379 |
| <b><u>ILLINOIS</u></b>                                       |  |   |
|  |  |   |

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## SECTION 32 92 00.00 09

## EXISTING TURF MAINTENANCE AND NEW TURF ESTABLISHMENT

## PART 1 GENERAL

## 1.1 AREAS REQUIRING EXISTING TURF MAINTENANCE

For the duration of the contract, the Contractor shall maintain existing turf on existing levee embankments within the rights-of-way where new embankment is not required, and where new embankment is required but has not been placed.

## 1.2 AREAS REQUIRING NEW TURF ESTABLISHMENT

In accordance with the requirements of this section, turf shall be established on all levee embankment, constructed under this contract (except on areas required to receive other types of surfacing), the 15 feet wide strips contiguous to the newly constructed embankment, tiebacks, and all areas within the rights-of-way where the existing turf is damaged by the Contractor. Areas not required to be turfed shall be protected as specified in Section 01 57 20.00 09 ENVIRONMENTAL PROTECTION.

## 1.3 COMMENCEMENT REQUIREMENTS

## 1.3.1 Existing Turf Maintenance

The Contractor shall begin existing turf maintenance not later than 10 days after receipt of Notice to Proceed.

## 1.3.2 New Turf Establishment

The Contractor shall begin new turf establishment on each reach of levee embankment that is accepted under Section 01 00 00.00 09 GENERAL CONTRACT REQUIREMENTS, paragraph ACCEPTANCE OF COMPLETED WORK as soon as practicable, but within the specified planting period.

## 1.4 MINIMUM SPECIFIED QUANTITIES AND PROCEDURES

All requirements identified as minimum requirements are fully compensated under the payment item "Turfing and Mowing". The Contractor may exceed minimum specified requirements in an effort to reduce establishment and/or maintenance periods and associated costs, at no additional cost to the Government.

## 1.5 HERBICIDE USE

## 1.5.1 Herbicide Application Plan

Approved herbicides may be used on areas requiring existing turf maintenance or new turf establishment. At least 30 days prior to application of any herbicide, the Contractor shall furnish a herbicide application plan for review by the Contracting Officer. The Contractor shall ensure that the plan for herbicide applications complies with all applicable local, state, and federal requirements. The plan shall include, as a minimum, proposed herbicides and application rates, copies

of herbicide manufacturer's labels and material safety data sheets, any state-imposed conditions, copies of commercial and/or restricted use herbicide applicators' certificates from the states in which the work is to be performed, an activity hazard analysis, environmental protection procedures, spill containment procedures, residue and container disposal procedures, and noncompliance reporting and response procedures.

#### 1.5.2 Acceptance of Plan and Proposed Changes

Acceptance of the Contractor's plan is required prior to any herbicide application. Acceptance of the plan will be conditional, subject to satisfactory implementation and performance. Acceptance shall not relieve the Contractor from compliance with all applicable local, state, and federal requirements. After acceptance of the plan, the Contractor shall notify the Contracting Officer in writing a minimum of seven days prior to any proposed change. Proposed changes shall not be implemented until reviewed and accepted by the Contracting Officer.

#### 1.6 GRAZING

Grazing will not be permitted within the contract rights-of-way.

#### 1.7 HAY HARVESTING

Unless otherwise approved, hay harvesting will not be permitted within the contract rights-of-way.

#### 1.8 SUBMITTALS

Government approval is required for all submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

##### SD-03 Product Data

###### Bermuda Grass Cultivar; G

The Contractor shall submit the Bermuda grass cultivar proposed for planting.

##### SD-06 Test Reports

###### Soil Testing

The Contractor shall submit copies of all soil test and analysis results and recommended preplanting application times and rates for lime and fertilizer.

##### SD-07 Certificates

###### Fertilizer

###### Lime

###### Bermuda grass sprigs

###### Bermuda grass seed

Each delivery of fertilizer, lime, sprigs and seed shall be accompanied with a certificate from the manufacturer including specified data and attesting that the specified materials meet contract requirements.

## PART 2 PRODUCTS

### 2.1 FERTILIZER

Fertilizer shall be commercial grade, uniform in composition, free flowing, and suitable for the Contractor's application method. Fertilizer shall be delivered in bulk or in labeled containers and shall conform to current Louisiana requirements for commercial fertilizer. Each delivery of fertilizer shall be accompanied with a certificate from the manufacturer including the name, type, guaranteed analysis, trademark, and warranty of the producer.

### 2.2 HERBICIDES

#### 2.2.1 Herbicide Application

Herbicides shall be delivered to the mixing site in original, unopened containers bearing legible labels indicating Environmental Protection Agency (EPA) registration numbers and manufacturer's registered uses. All operations associated with herbicide applications shall be in strict compliance with manufacturer's labels and material safety data sheets, the approved herbicide application plan, and all federal, state, and local requirements for applying herbicides. General-use herbicides shall only be applied under the supervision of, or by, personnel with current commercial applicator's certification from the state in which the work is being performed. Restricted-use herbicides shall only be applied by personnel with current restricted-use applicator's certification from the state in which the work is being performed.

#### 2.2.2 Application Reporting

For each application, the Contractor shall include on daily CQC Reports, as a minimum, the following information: herbicide types and quantities applied, acreage treated, weather conditions, disposal methods utilized and exposure manhours.

### 2.3 LIME

Lime shall be agricultural grade lime containing not less than 85 percent total carbonates. Lime shall be ground to such fineness that 25 percent will pass a number No. 100 sieve and 100 percent will pass a No. 8 sieve.

### 2.4 MULCH

Mulch shall consist of Bermuda grass hay or wheat, rice or oat straw. Mulch shall be dry and free from Johnson grass or other noxious weeds and shall not be in an advanced state of decomposition.

### 2.5 BERMUDA GRASS SPRIGS AND/OR SEEDS

#### 2.5.1 Selection Criteria

For seeding and sprigging, the Contractor shall select a common Bermuda

grass cultivar that is known to spread rapidly and have sufficient winter hardiness for the region, such as Greenfield, Guymon, or Pasto-Rica. Hybrids shall not be used.

#### 2.5.2 Bermuda Grass Sprigs

Bermuda grass sprigs consisting of healthy, living stems, stolons or rhizomes and attached roots with adhering soil shall be obtained from a registered or certified grower. Sprigs shall be free of noxious grasses or weeds. Sprigs of local origin shall be used.

#### 2.5.3 Bermuda Grass Seed

Bermuda grass seed shall be obtained from a licensed dealer and labeled in accordance with U.S. Department of Agriculture rules and regulations under the Federal Seed Act. Labels are required for both bulk and bagged seed. Seed shall have a minimum 98 percent pure seed rate and 85 percent germination rate by weight and shall contain no more than one percent weed seeds. Seed shall be furnished in sealed, standard containers. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

#### 2.6 WATER

Water that is used as an aid to establishing turf shall be of irrigation quality and free of injurious quantities of oil, acid, alkali, salt, and other impurities detrimental to plant growth.

### PART 3 EXECUTION

#### 3.1 EXISTING TURF MAINTENANCE

The Contractor shall mow all existing turf within the rights-of-way where new embankment is not required, and where new embankment is required but has not been placed. These areas shall be kept mowed to a height between 4 and 12 inches above the earth surface during the life of the contract, except that no mowing shall be performed during the months of October through March unless otherwise approved. Should the Contractor fail to maintain the existing turf as specified, the Government may assume the responsibility and deduct the cost thereof from any payments due the Contractor. Should the Government temporarily assume the responsibility for existing turf maintenance, this will in no way relieve the Contractor from the requirements for maintenance of existing turf for the remaining contract period, establishment of new turf, or any other requirements as specified in this section.

#### 3.2 NEW TURF ESTABLISHMENT

##### 3.2.1 General

The Contractor may elect to seed or sprig, or use a combination of seeding and sprigging to establish new turf. The Contractor shall be responsible for soil testing, embankment restoration, vegetation removal, soil preparation, preplanting fertilizing and liming, planting (sprigging and/or seeding), mulching, replanting, postplanting fertilizing, mowing, additional fertilizing, restoring eroded areas, all work during subsequent growing seasons, and establishment to the point of Bermuda grass coverage required in paragraph ESTABLISHMENT. Should the Contractor fail to perform the specified requirements, the Government may assume

establishment responsibility and deduct the cost thereof from any payments due the Contractor.

### 3.2.2 Soil Testing

The Contractor shall obtain the services of an established soil testing entity to coordinate soil sampling, perform testing and analyses, and prepare recommendations for materials and procedures to be used during the preplanting phase of new turf establishment. When practicable, soil testing shall be performed early enough to permit lime (if required) to be applied sufficiently in advance of planting so that the soil pH adjustment will occur before planting. However, planting shall not be delayed for this purpose. Soil samples shall be taken along the entire length of new embankment at approximate 500 feet intervals at the direction of the Contracting Officer. Samples shall be tested and analyzed to determine pH and fertility conditions. The test results and recommendations shall be used to determine the quantities required for preplanting lime and fertilizer applications. Lime recommendations shall consider probable time of application.

### 3.2.3 Advance Notification Requirements

During periods when no concurrent construction work is being performed, the Contractor shall notify the Contracting Officer a minimum of one day prior to performing any existing turf maintenance, new turf establishment, or new turf maintenance work when there has been a period of no work for 5 days or longer.

### 3.2.4 Vegetation Removal

Not less than 7 days or more than 14 days prior to beginning preplanting embankment restoration or soil preparation, mowing shall be performed to remove grasses, weeds and other vegetation from areas where new turf establishment is required. Mowing shall be performed to a height not to exceed 4 inches above the ground surface and the resulting clippings shall be removed from the job site.

### 3.2.5 Preplanting Embankment Restoration

After acceptance of the embankment and immediately prior to soil preparation for planting, the Contractor shall restore eroded embankments. Eroded areas shall be restored to the grade and slope of adjacent areas that have not eroded. Adjacent areas that have not eroded shall not be degraded. Necessary repairs shall be made with suitable material placed and compacted as required for the original embankment in accordance with Section 31 24 00.00 09 EMBANKMENT.

### 3.2.6 Soil Preparation

After the areas to be turfed have been restored to the required grades and slopes, the soil shall be thoroughly tilled to a depth of at least 4 inches by discing, harrowing, or other approved operations. Incorporation of preplanting lime and fertilizer applications may be accomplished as a part of this operation. Irregularities in the surface shall be dressed to provide a smooth surface that is within the tolerance for embankment and that will drain.

### 3.2.7 Preplanting Lime Application

Lime shall be applied at the time and rate indicated by soil test recommendations and incorporated into the soil by discing.

### 3.2.8 Preplanting Fertilizer Application

Immediately prior to planting, fertilizer shall be applied at the rate indicated by soil test recommendations and incorporated into the soil by discing.

### 3.2.9 Planting Options

#### 3.2.9.1 Sprigging

Sprigging, including initial planting and all replanting, may be performed only during each February 1 through June 30 period, and shall be accomplished as early as practicable during this period. Minimum 6 inch long sprigs shall be used. Sprigs shall not be stored more than 48 hours between digging and planting. During storage, sprigs shall be kept moist and shaded. If a mechanical sprigger is used, sprigs at a minimum rate of 30 bushels per acre shall be planted at a depth of 2 inches or less. If a weighted disk is used, the soil shall first be firmed by rain or rolling. Sprigs shall then be broadcast at a minimum rate of 40 bushels per acre and incorporated into the soil by a weighted disk. The area shall then be firmed by rolling with a conventional tractor-drawn cultipacker or other approved device. Dormant sprigs shall be completely covered by not more than 1-inch of soil. Non-dormant sprigs shall have a minimum of 1/2-inch portions of their leaves uncovered.

#### 3.2.9.2 Seeding

Seeding, including initial planting and all replanting, may be performed only during each April 1 through June 30 period, and shall be accomplished as early as practicable during this period, although it is recommended that soil temperature reach a minimum of 68 degrees F before seeding is performed. Hulled seeds shall either be broadcast at a minimum rate of 30 pounds per acre in two approximately equal passes made at right angles, or drilled at a minimum rate of 15 pounds per acre using row markers to a depth not greater than 1/4-inch. If broadcast, seed shall be lightly covered by dragging or other approved methods to a depth of not more than 1/8-inch of soil and firmed by rolling with one pass of a conventional tractor-drawn cultipacker or other approved device not exceeding 90 pounds for each foot of roller width. Seed may be broadcast and immediately rolled if the rolling operation is such that an appropriate seed depth of not more than 1/8-inch and appropriate seedbed firmness can be achieved by the rolling operation alone. If seeding is performed with a seed drill equipped with rollers, additional rolling is not required.

#### 3.2.10 Mulching

Immediately after seeding or sprigging, mulch shall be applied uniformly on the soil surface at the rate of 1-1/2 tons (approx. 60 bales) per acre. Mulch shall be anchored into the soil with a mulch crimper. The mulch crimping equipment shall have straight, notched, dull blades no more than 10 inches apart and shall be equipped with scrapers. The mulching material shall be anchored at least 1-inch into the soil. Anchoring the mulch shall be performed parallel to the centerline of the levee. The mulch shall be applied by means of approved equipment suitable for such

work.

### 3.2.11 Inspections and Reports

After initial planting, the Contractor shall inspect newly turfed areas at least once every two weeks during each April through September period. For each inspection conducted, the Contractor shall prepare a report summarizing the scope of the inspection, names of personnel making the inspection, inspection date, height of vegetation, observations and conclusions, and maintenance performed. The report shall be furnished to the Contracting Officer within 24 hours of the inspection as a part of the Contractor's daily CQC Report.

### 3.2.12 Replanting

Approximately one month after initial planting, the Contractor shall restore any eroded areas and perform soil preparation, fertilize, replant and mulch all bare spots larger than 100 square feet in accordance with the requirements of paragraph PREPLANTING EMBANKMENT RESTORATION, paragraph SOIL PREPARATION, paragraph PREPLANTING FERTILIZER APPLICATION, paragraph SPRIGGING or paragraph SEEDING, and paragraph MULCHING, all at no additional cost to the Government. When initial planting is performed in June, replanting operations shall be performed as soon as practicable during the next specified planting season, unless otherwise approved by the Contracting Officer.

### 3.2.13 Postplanting Fertilizer Application

For those areas that do not require replanting, approximately one month after the initial planting, fertilizer shall be applied at the minimum rate of 60 pounds of nitrogen per acre. For areas planted after 31 May, postplanting fertilizer shall be the slow-release type.

### 3.2.14 New Turf Maintenance

The Contractor shall maintain each area receiving new turf until Bermuda grass on all areas to be turfed is established to the point of acceptance. During establishment and prior to acceptance, the Contractor shall restore any eroded areas or rutting damage to the completed embankment at no additional cost to the Government. The Contractor shall also maintain each area receiving new turf by mowing. During each April through September period, mowing shall begin when the tallest vegetation reaches 12 inches, and areas shall be kept mowed to a height between 4 and 12 inches above the embankment surface. Mowing shall be performed to a minimum distance of 5 feet beyond the toe of the new levee embankment. Mowing shall be scheduled to minimize rutting. No mowing shall be performed during the months of October through March unless otherwise approved by the Contracting Officer. Should the Government temporarily assume the responsibility for mowing the new turf, this will in no way relieve the Contractor from the requirements for mowing of new turf for the remaining contract period, or any other requirements for maintenance and establishment of new turf, or any other requirements as specified in this section.

### 3.2.15 Additional Fertilizer Requirements During First Growing Season

For each area planted during February through April, beginning approximately 30 days after postplanting fertilizer application, the Contractor shall make additional fertilizer applications at approximately

30 day intervals through June. Minimum rates of 60 pounds of nitrogen and 40 pounds of potassium per acre shall be used. If the Contractor elects to apply higher rates of nitrogen, or to apply fertilizer during July or August to reduce establishment and/or maintenance periods, it shall be the slow-release type. For each area planted during February through June, if growth has not reached the required coverage by the end of August, the Contractor shall apply fertilizer in September at a rate of 80 pounds of potassium per acre.

### 3.2.16 Requirements During Subsequent Growing Seasons

For newly turfed areas, during all growing seasons after the first growing season and prior to the date of acceptance of all new turf, as a minimum, the Contractor shall apply fertilizer during the months of April, May, and June at approximately 30 day intervals at minimum rates of 60 pounds of nitrogen and 40 pounds of potassium per acre, restore eroded areas in accordance with paragraph PREPLANTING EMBANKMENT RESTORATION, mow in accordance with paragraph NEW TURF MAINTENANCE, and replant areas that have insufficient Bermuda grass to achieve the required coverage within each subsequent growing season in accordance with paragraph REPLANTING, all at no additional cost to the Government. If the Contractor elects to apply higher rates of nitrogen, or to apply fertilizer during July or August to reduce establishment and/or maintenance periods, it shall be the slow-release type. If growth has not reached the required coverage by the end of August, the Contractor shall apply fertilizer in September at a rate of 80 pounds of potassium per acre.

### 3.2.17 Coordination Meeting

Prior to April 1 of each subsequent growing season, the Contractor shall meet with the Contracting Officer at the job site to identify bare spots, eroded areas and rutting damage and to discuss the Contractor's plan of operation for completing new turf establishment. The Contractor shall contact the Contracting Officer to mutually schedule this meeting at least 7 days prior to the meeting.

### 3.2.18 Establishment

Turf will be considered to be established and completed when the areas to be turfed have produced Bermuda grass stems or runners which overlap adjacent Bermuda grass growth over a minimum of 85 percent of the entire area as determined by the Contracting Officer by random sampling on a square yard basis and when the areas to be turfed have no spots greater than 4 square feet that are void of Bermuda grass.

### 3.2.19 Inspection and Acceptance

Acceptance of the entire turfed area will be based on the Contracting Officer's visual inspection and determination of the required coverage. Acceptance will be based on coverage by Bermuda grass only. Dying or dead turf and eroded areas will not be accepted. Partial reaches will not be accepted unless determined by the Contracting Officer to be in the best interest of the Government.

-- End of Section --