

US Army Corps
of Engineers®
New Orleans District

IFB NO. W912P8-23-B-0002

**South & Southwest Pass, Mississippi River
Indefinite Delivery-Indefinite Quantity Contract**

2023 Stone Repair and Placement

Mississippi River Control Channels

**Construction Solicitation
and Specifications**

9 May 2023



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, NEW ORLEANS DISTRICT
7400 LEAKE AVENUE
NEW ORLEANS, LA 70118-3651

SOLICITATION: W912P823B0002

9 May 2023

FOR: Flood Control, Mississippi River and Tributaries, Indefinite Delivery – Indefinite Quantity

Contract, 2023 Stone Placement, Mississippi River, South and Southwest Pass River Control

Channels TO OPEN: By Electronic Bid on June 8, 2023 at 09:00 AM Local Time

- I. NOTE THE AFFIRMATIVE ACTION PROGRAM REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.
- II. NOTE THE CERTIFICATION OF NONSEGREGATED FACILITIES IN THIS SOLICITATION.
Bidders, offerors and applicants are cautioned to note the "Certification of Non-segregated Facilities" in the solicitation. Failure of a bidder or offeror to agree to the certification will render his bid or offer non-responsive to the terms of solicitations involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.
- III. Prospective contractors must register in the System for Award Management (SAM). See FAR Clause 52.204-7 for required information. The website for SAM is <https://www.sam.gov>. You will be required to provide your company's Dun and Bradstreet (D&B) D-U-N-S number. If you do not already have a D&B D-U-N-S number, one can be requested at <http://fedgov.dnb.com/webform>.

BIDDERS MUST PROVIDE FULL, ACCURATE AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION AND ITS ATTACHMENTS. THE PENALTY FOR MAKING FALSE STATEMENTS IN BIDS IS PRESCRIBED IN 18 U.S.C. 1001. (FAR 52.214-4 APR 1984)

DESCRIPTION AND MAGNITUDE OF WORK: The work consists of placing various types of stone paving and stone repairs along the banks of the Mississippi River SW Pass (between Miles 20.2 to 0.0 AHP) and South Pass (between Miles 11.5 and 13.5).

CAUTION TO BIDDERS: *In delivery of hand-carried bids, bidders are cautioned to allow sufficient time for delays which may be encountered as a result of frequent trains which are subject to block all access roads to place of bid opening for various lengths of time and for visitor background checks by MVN security when entering the installation at place of bid opening. Such delays DO NOT permit acceptance or consideration of late bids.*

NOTE: ALL WORK UNDER THESE SPECIFICATIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE PROVISIONS OF EM 385-1-1 "U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL", DATED 30 NOVEMBER 2014.

ALL INQUIRIES REGARDING THIS SOLICITATION

SHOULD BE MADE TO THE FOLLOWING:

JASON B. MEYERS
CONTRACT SPECIALIST

U.S. ARMY CORPS OF ENGINEERS, NEW ORLEANS DISTRICT

E-MAIL: JASON.B.MEYERS@USACE.ARMY.MIL

Phone: (504) 862-1016

COLLECT CALLS NOT ACCEPTED

NOTE: ALL CONTRACTOR QUESTIONS IN WRITING THROUGH EMAIL
MUST BE RECEIVED BY 10:00 AM (CENTRAL), TUESDAY, 23 MAY 2023.
THE GOVERNMENT IS UNDER NO OBLIGATION TO PROVIDE A
RESPONSE TO LATE QUESTIONS.

FOR THE MOST PROMPT RESPONSE, PLEASE SEND ALL QUESTIONS VIA EMAIL.

ALL QUESTIONS MUST CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT
LINE.

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W912P823B0002	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	05/9/2023	

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		ED 23-001
7. ISSUED BY U.S. Army Corps of Engineer New Orleans District 7400 Leake Avenue New Orleans, LA 70118-3651	CODE	8. ADDRESS OFFER TO U.S. Army Corps of Engineer, New Orleans ATTN: CEMVN-CT-W 7400 Leake Avenue, Room 172 New Orleans, LA 70118

9. FOR INFORMATION CALL:	a. NAME Jason Meyers	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 504-862-1016
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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 number, date)

South and Southwest Pass, Mississippi River, Indefinite Delivery – Indefinite Quantity Contract, 2023 Stone Placement, Mississippi River

This is an UNRESTRICTED procurement.

DESCRIPTION AND MAGNITUDE OF WORK: The work consists of placing various types of stone paving and stone repairs along the banks of the Mississippi River SW Pass (between Miles 20.2 to 0.0 AHP) and South Pass (between Miles 11.5 and 13.5).

The contract ceiling is \$49,500,000.00 with a minimum guarantee of \$10,000.00. Contract duration is 730 days from date of award.

** Performance and Payment Bonds and Notice to Proceed (NTP) will be received and issued on a task order basis. Each task order will have an individual period of performance which could, potentially, extend beyond the contract ordering period duration.

**ELECTRONIC BID OPENING INSTRUCTIONS WILL BE ESTABLISHED BY AMENDMENT

11. The contractor shall begin performance within <u>10</u> calendar days and complete it within <u>730</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____).	12b. CALENDAR DAYS **
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by **6:00 pm (hour) local time 06/7/2023 (date). If this is a sealed bid solicitation, offers will 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.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NUMBER (Include area code)	
		16. REMITTANCE ADDRESS (Include only if different than Item 14.)	
CODE	FACILITY CODE		

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS 

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*


AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM 	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 3304(a) ()
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26. ADMINISTERED BY Lafayette Area Office, U.S. Army Corps of Engineers 646 Cajundome Blvd, Suite 301 Lafayette, LA 70506	27. PAYMENT WILL BE MADE BY U.S. Army Corps of Engineers Finance Center 5722 Integrity Drive Millington, TN 38054-5005
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31a. NAME OF CONTRACTING OFFICER (Type or print)	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE

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DIVISION 00 – PROCUREMENT AND CONTRACT REQUIREMENTS

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DIVISION 01 - GENERAL REQUIREMENTS

01000	General Requirements
01100	General Provisions
01 33 00	Submittal Procedures
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DIVISION 35 – WATERWAY AND MARINE CONSTRUCTION

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SECTION 00010 – PRICING SCHEDULE

Mississippi River, Baton Rouge to the Gulf of Mexico,
Indefinite Delivery – Indefinite Quantity Contract,
2023 Southwest Pass and South Pass Stone Repairs
Plaquemines Parish, Louisiana

	DESCRIPTION	Estimated Quantity	Unit		Unit Price	Estimated Amount
	BASE WORK					
0001	Mobilization and Demobilization	1	JOB			
0002	Southwest Pass Foreshore Dike 2200 lb. Stone Repairs	80,000	TON			
0003	Southwest Pass Jetty Stone A Repairs	6,000	TON			
0004	South Pass Jetty Stone A Repairs	150,000	TON			
	TOTAL BASE WORK:					\$
	OPTIONAL WORK (OW)					
0005	Subsequent Mobilization and Demobilization - OW	1	JOB			
0006	Southwest Pass Foreshore Dike 2200 lb. Stone Repairs - OW	100,000	TON			
0007	Southwest Pass Jetty Stone A Repairs - OW	20,000	TON			
0008	Southwest Pass Jetty Stone B Repairs - OW	10,000	TON			
0009	South Pass Jetty Stone A Repairs - OW	90,000	TON			
0010	South Pass Jetty 2200 lb. Stone Repairs - OW	45,000	TON			
0011	Flotation Channel Excavation - OW	40,000	CY			
	TOTAL OPTIONAL WORK:					\$
	TOTAL BASE WORK + OPTIONAL WORK:					\$

NOTE 1: The award will be made as a whole to one offeror.

NOTE 2: Offerors shall furnish unit prices for each item listed in the Pricing Schedule requiring a unit price. If the offeror fails to insert a unit price in the appropriate blank for required item(s), but does furnish an extended total, or an estimated amount for such item(s), the Government shall deem the unit price to be the quotient obtained by dividing the extended amount for that line item by the quantity. IF A OFFERORS OMIT BOTH THE UNIT PRICE AND THE EXTENDED TOTAL OR ESTIMATED AMOUNT FOR ANY ITEM, ITS OFFER WILL BE DECLARED NON-RESPONSIVE AND THEREFORE INELIGIBLE FOR AWARD.

NOTE 3: Any offer may be rejected if the Contracting Officer, in writing, determines that it is unreasonable as to price. Unreasonableness of price includes not only total price of the offer, but

the price for individual line items as well. Any offer may be rejected if the prices for any line items or sub-line items are materially unbalanced.

NOTE 4: NOTICE OF AWARD/NOTICE TO PROCEED: The successful bidder is advised that performance and payment bonds will be submitted in accordance with the time frame in block 12B of SF 1442 after the Notice of Award. Performance and payment bonds will be required per individual task order. The Notice To Proceed will be issued immediately after verification of acceptable performance and payment bonds. A separate Notice To Proceed will be issued for each Task Order. Within 7 days after issuance of the Notice To Proceed, the Contractor will initiate a meeting to discuss the submittal process with the Area or Resident Engineer or his authorized representative. Physical work cannot start on a first Task Order 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. Similarly, physical work cannot start on subsequent Task Orders until Task Order specific supplements to the Accident Prevention Plan, Contractor Quality Control Plan, and other submittals which may be required, have been submitted and approved and all Task Order specific preliminary meetings called for under the contract, have been conducted.

NOTE 5: OPTIONAL WORK ITEMS. The Government may require the delivery of the Optional Work items identified in the schedule in the quantities and prices stated in the schedule. If an Optional Work item quantity is exceeded, the overrun quantity will be paid for at the Optional Work item unit price stated in the schedule. The Contracting Officer may exercise the Optional Work by written notice to the Contractor within the two-year period of the contract. The Government will exercise the Optional Work in accordance with the Clause in Section 00700 CONTRACT CLAUSES entitled "OPTION FOR INCREASED QUANTITY-SEPERATELY PRICED LINE ITEM" (FAR 52.217-7, MAR 1989). Failure to bid on all items will result in a non-responsive bid.

NOTE 6: EVALUATION OF OPTIONS (FAR 52.217-5 JUL 1990). The Government will evaluate offers for award purposes by adding the total price for all options to the total price for this basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

NOTE 7: TIME ADJUSTMENT IN THE EVENT OF THE EXERCISE OF OPTIONAL WORK. In the event that the OPTIONAL WORK items are exercised under the terms of the contract, the time required for completion of the contract will not be adjusted but shall be performed concurrent with the original contract duration of 730 calendar days.

NOTE 8: Initial mobilization and demobilization costs will be paid for by the Government. Any subsequent mobilization and demobilization costs will be paid for by the Government provided that (a) the Contractor has completed all the work assigned in all the Task Orders issued and the Contractor has demobilized, or (b) the Government has suspended the Contractor and the Contractor has demobilized. Descriptions of the anticipated work is specified in Section 01100, paragraph entitled "LOCATIONS AND ANTICIPATED WORK".

NOTE 9: Attention is directed to the Section 00700 CONTRACT CLAUSES entitled "ORDER LIMITATIONS" (FAR 52.216-19, Oct 1995) for Task Order limitations.

NOTE 10: Task Orders will be issued by electronic communications (e-mail or facsimile) by the Contracting Officer.

NOTE 11: All quantities are estimated and are to be used for evaluation purposes only. Estimated quantities of individual contract line items may vary significantly either up or down depending on the work required during the two-year contract period as long as the earnings limitations of the contract are not exceeded. No adjustment will be made to the contract price under the VEQ clause (FAR 52.211-18) since this is an IDIQ contract. The VEQ clause is inserted only for the authority to adjust quantities in each Task Order through a modification.

NOTE 12: Any travel and lodging costs of Contractor personnel shall be considered in the Contractor's pricing and shall be distributed among the individual Pricing Schedule line items.

NOTE 13: This Pricing Schedule is for evaluation purposes only to determine the lowest offeror.

NOTE 14: The unit "Job" as used in this Pricing Schedule is synonymous with the term "Lump Sum" used elsewhere within these plans and specifications.

NOTE 15: RAPID VENDOR PAYMENT: Web based instructions for the submission of invoices;
<http://www.mvn.usace.army.mil/BusinessWithUs/Contracting/RapidVendorPayment.aspx>

<div>BID BOND</div> <div>(See instructions on reverse)</div>	DATE BOND EXECUTED (Must not be later than bid opening date)	OMB Control Number: 9000-0045 Expiration Date: 8/31/2025
Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.		
PRINCIPAL (Legal name and business address)		TYPE OF ORGANIZATION ("X" one) <div><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify)</div> <div>STATE OF INCORPORATION</div>
SURETY(IES) (Name and business address)		

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NUMBER
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR (Construction, Supplies or Services)	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.	2.	3.	Corporate Seal	
	(Seal)	(Seal)	(Seal)		
NAME(S) & TITLE(S) (Typed)	1.	2.	3.		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.	2.			
	(Seal)	(Seal)			
NAME(S) (Typed)	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS	STATE OF INCORPORATION		LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

Section 00 10 00 - Solicitation

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Mobilization & Demobilization FFP FOB: Destination PSC CD: Y1PZ	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Southwest Pass Foreshore Dike FFP 2200 lb. Stone Repairs FOB: Destination PSC CD: Y1PZ	80,000	Net Ton (2,000 LB).		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Southwest Pass Jetty Stone A Repairs FFP FOB: Destination PSC CD: Y1PZ	6,000	Net Ton (2,000 LB).		
					<hr/>
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	South Pass Jetty Stone A Repairs FFP FOB: Destination PSC CD: Y1PZ	150,000	Net Ton (2,000 LB).		
					<hr/>
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Job		
OPTION	Mobilization & Demobilization FFP Subsequent - OW FOB: Destination PSC CD: Y1PZ				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		100,000	Net Ton (2,000 LB).		
OPTION	Southwest Pass Foreshore Dike FFP 2200 lb. Stone Repairs FOB: Destination PSC CD: Y1PZ				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		20,000	Net Ton (2,000 LB).		
OPTION	Southwest Pass Jetty Stone A Repairs -OW FFP https://sam.gov/wage-determination/LA20230005/3 FOB: Destination PSC CD: Y1PZ				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		10,000	Net Ton (2,000 LB).		
OPTION	Southwest Pass Jetty Stone B Repairs -OW FFP FOB: Destination PSC CD: Y1PZ				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		90,000	Net Ton (2,000 LB).		
OPTION	South Pass Jetty Stone A Repairs FFP FOB: Destination PSC CD: Y1PZ				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		45,000	Net Ton (2,000 LB).		
OPTION	South Pass Jetty 2200lb.Stone Repairs-OW FFP FOB: Destination PSC CD: Y1PZ				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		40,000	Cubic Yard		
OPTION	Flotation Channel Excavation-OW FFP FOB: Destination PSC CD: Y1PZ				
					<hr/>
NET AMT					

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
https://sam.gov/wage-determination/LA20230005/3				
0001	POP 12-JUN-2023 TO 11-JUN-2025	N/A	USACE, CONTRACTING DIVISION CHARLES R. ZAMMIT, JR. ATTN: CEMVN-CT, ROOM 172 7400 LEAKE AVE. NEW ORLEANS LA 70118-3651 504-862-1164 FOB: Destination	W912P8
0002	POP 12-JUN-2023 TO 11-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P8

0003	POP 12-JUN-2023 TO 11-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P8
0004	POP 12-JUN-2023 TO 11-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P8
0005	POP 12-JUN-2023 TO 11-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P8
0006	POP 12-JUN-2023 TO 11-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P8
0007	POP 12-JUN-2023 TO 11-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P8
0008	POP 12-JUN-2023 TO 11-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P8
0009	POP 12-JUN-2023 TO 11-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P8
0010	POP 12-JUN-2023 TO 11-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P8
0011	POP 12-JUN-2023 TO 11-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912P8

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-22	Alternative Line Item Proposal	JAN 2017
52.214-3	Amendments To Invitations For Bids	DEC 2016
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
52.214-12	Preparation Of Bids	APR 1984
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.225-12	Notice of Buy American Requirement - Construction Materials Under Trade Agreements	MAY 2014

CLAUSES INCORPORATED BY FULL TEXT

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION (NOV 2021)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

____ (1) The Offeror certifies that--

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is

available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

____ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless--

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has--

(i) Waived application under U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false

certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(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:

Goals for minority participation for each trade	Goals for female participation for each trade
20-23%	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
Plaquemines Parish, LA.
- (End of provision)

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 twenty percent (20%) of the bid price or \$3,000,000.00, 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)

52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)

The need for customary progress payments conforming to the regulations in Subpart 32.5 of the Federal Acquisition Regulation (FAR) will not be considered as a handicap or adverse factor in the award of the contract. The Progress Payments clause included in this solicitation will be included in any resulting contract, modified or altered if necessary in accordance with subsection 52.232-16 and its Alternate I of the FAR. Even though the clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

(End of clause)

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

US Army Corps of Engineers-New Orleans District
Attn: Charles R. Zammit, Jr.
CEMVN-CT-W
7400 Leake Ave.
New Orleans, LA 70118-3651

(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)

52.236-4 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. Weather Conditions. Data on weather conditions may be obtained from the National Weather Service.
- b. Conditions of Channel. Normally, ample width and depth of channel are available within the limits of the work to provide for normal navigation and to carry out the necessary construction operations.
- c. Channel Traffic. Normal traffic of the river, consisting of self-propelled craft with or without tows, will pass the sites of the work.
- d. Obstruction of Channel. The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army in accordance with the provisions of Section 7 of the River and Harbor Act of 8 August 1917. The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessels, to such an extent as may be necessary to afford a practicable passage. Upon completion of the work, the Contractor shall promptly remove his plant, including ranges, buoys, piles and other markers placed by him under the contract in the navigable waters or on shore.
- e. Stage Hydrograph. Real time stage hydrograph data of the Mississippi River Basin may be obtained from the U.S Army Corps of Engineers, New Orleans District website at: <http://rivergages.mvr.usace.army.mil/WaterControl/new/layout.cfm>. The following staff gages shall be used for this contract. Historic hydrographic data provided does not constitute a prediction.

Gage Name (ID)	Location (Mile)
MS River at Head of Passes (01545)	-0.6 BHP (SP RDB)
MS River SWP Mile 7.5 (01575)	-7.5 BHP (SWP LDB)
MS River SWP at East Jetty (01670)	-17.9 BHP (SWP LDB)
MS River SP at Port Eads (01850)	-11.0 BHP (SP RDB)

- f. Wharf Structures. Work will not be required beneath or landward of wharf structures that would interfere with ordinary construction methods or impede ordinary construction progress inherent in this type of work.
- g. Existing Structures in Southwest Pass and South Pass. The attention of the Contractor is called to the existence of the Corps of Engineers' dredging targets, oil pipelines and the U. S. Coast Guard's navigation aids located in Southwest Pass and South Pass. The Contractor shall conduct his/her work in such a manner so as to not damage these structures.

NOTE: Hydrographic surveys of locations within the limits of work are available for inspection in the office of the Contracting Office.

(End of clause)

52.236-16 QUANTITY SURVEYS (APR 1984) - ALTERNATE I (APR 1984)

- (a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.
- (b) The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.
- (c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The

Contractor shall retain copies of all such material furnished to the Contracting Officer.

(End of clause)

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:

Name: Mr. John Page Bradley Robinson

Address: John.R.Page@usace.army.mil bradley.robinson@usace.army.mil

Telephone: 337-291-3015 504-862-1194

(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):

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 **DFAR** (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section 00600 - Representations and Certifications

CLAUSES INCORPORATED BY REFERENCE

52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2022)

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

(2) The small business size standard is 45,000,000.00.

(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 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 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 (d) 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:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

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

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vii) 52.227-6, Royalty Information.
- (A) Basic.
- (B) Alternate I.
- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM 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 paragraph (c) 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 clause 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 Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)

- (a) Definitions. As used in this provision--
Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it [☐] has or [☐] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates ``has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a ``doing business as" name)

Is the immediate owner owned or controlled by another entity?:

[☐] Yes or [☐] No.

(d) If the Offeror indicates ``yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a ``doing business as" name)

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5.5 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it--

(1) Has [] filed all Federal tax returns required during the three years preceding the certification;

(2) Has not [] been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not [], more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2022)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(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.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the

management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].

(2) The small business size standard is [insert size standard].

(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 (i.e., nonmanufacturer), 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.

(c) Representations.

(1) The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a small business concern; or

(ii) It [____] is, [____] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

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

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a service-disabled veteran-owned small business concern; or

(ii) It [____] is, [____] is not a service-disabled veteran-owned joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

Substitute the following paragraphs (b), (d) and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(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 when contract performance will be in Italy.

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

(viii) 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.

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

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

XXX (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 No.	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)

Section 00 70 00 - Contract Clauses

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

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
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.214-26	Audit and Records--Sealed Bidding	JUN 2020
52.214-27	Price Reduction for Defective Certified Cost or Pricing Data - Modifications - Sealed Bidding	JUN 2020
52.214-28	Subcontractor Certified Cost Or Pricing Data--Modifications--Sealed Bidding	JUN 2020
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2022

52.219-8	Utilization of Small Business Concerns	OCT 2022
52.219-9 Alt I	Small Business Subcontracting Plan (OCT 2022) Alternate I	NOV 2016
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	JUL 2021
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for 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 Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Individual Surety--Pledge of Assets	FEB 2021
52.228-12	Prospective Subcontractor Requests for Bonds	DEC 2022
52.228-15	Performance and Payment Bonds--Construction	JUN 2020
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 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
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984

52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-4	Changes	JUN 2007
52.244-2	Subcontracts	JUN 2020
52.244-6	Subcontracts for Commercial Products and Comm. Services	DEC 2022
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-34	F.O.B. Destination	NOV 1991
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	JAN 2023
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	JAN 2023
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.219-7011	Notification to Delay Performance	JUN 1998
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	JAN 2023
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
252.225-7002	Qualifying Country Sources As Subcontractors	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
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	JAN 2023
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

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

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

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

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

(b) Code of business ethics and conduct. (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial product or commercial service as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

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)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(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 telecommunications equipment or services".

(c) Representations.

(1) The Offeror represents that it [____] does, [____] 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.

(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 any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

a. The Contractor shall be required to (a) commence work **specified in the Task Order when the Notice to Proceed is issued, TBD by Task Order the # of** calendar days after the date the Contractor receives the notice to proceed, (b)

prosecute the work diligently, and (c) complete the entire work **within the time specified in each Task Order (not to exceed 730 days).**

b. Prosecution.

(1) Southwest Pass and South Pass stone repairs shall consist of performing all stone repairs to foreshore dikes and jetties. Stone repairs may be specified for any foreshore dike or jetty reach located within the project limits. In locations where there is not adequate floatation for loaded barges to access the foreshore dikes or jetties the Contractor will have the option to decrease vessel draft by light loading barges or submit before and after surveys of floatation channel excavations. Prior to the start of work for each Task Order, the Contracting Officer shall issue to the Contractor a list of foreshore dike and/or jetty sites with the type of stone repairs to be performed in accordance with these plans, specifications and estimated quantities required for the work. Stone repairs may be accomplished at any reach of the site as the Contractor may elect after receipt of each Task Order unless directed otherwise in the Task Order.

(2) The Contractor shall maintain sufficient stone supply and equipment to place an average of 850 tons or more per calendar day, averaged quarterly, per rig per specified locations requiring foreshore dike and jetty repairs in Southwest Pass or South Pass. The time specified in each Task Order shall be computed based upon these specified rates throughout the contract period. Should there be insufficient bank available for placement at the required rates; the time specified in each Task Order shall be adjusted to allow for the delay.

(3) The Contractor shall furnish sufficient force, materials, construction plant and equipment, and stone supply, and shall work such hours, including night shifts and overtime operations as may be necessary to insure the prosecution of the work in accordance with subparagraph Prosecution, subparagraph (2) above. If the Contractor falls behind the specified progress, the Contractor shall increase the number of shifts and/or overtime operations, and/or the amount of construction plant, and/or stone supply, all without additional cost to the Government.

(4) Failure of the Contractor to comply with the requirements of the Contracting Officer under the provisions of these contract specifications shall be grounds for determination by the Contracting Officer that the Contractor is not prosecuting the work with such diligence as to insure completion within the time specified in the Task Order. Upon such determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any part thereof. The Government shall complete such terminated portion of the work by Government plant and hired labor or otherwise, and the Contractor and his surety shall be liable to the Government for any excess cost resulting from the completion of the terminated portion of work.

c. Completion. The Contractor shall complete the stone placement, including final cleanup and dressing of all worksites, within the time specified in each Task Order. The time specified in each Task Order is determined by the tons of stone placed for foreshore dikes and jetty repairs divided by the minimum placement rate of 850 tons per calendar day. The time specified in each Task Order shall start when the Notice to Proceed is issued. The time to complete the estimated Base and Optional work is 730 calendar days after the Notice to Proceed is issued.

(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 \$3,200.00 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)

52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery order~~task~~ orders by the individuals or activities designated in the Schedule. Such orders may be issued from 9 JUNE 2023 through 8 JUN 2025.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

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 \$1,000,000.00 (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 \$24,000,000.00;

- (2) Any order for a combination of items in excess of \$24,000,000.00; or
- (3) A series of orders from the same ordering office within 3 calendar 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 3 calendar 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)

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 8 JUN 2028. [insert date].
- (End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **three (3) days prior to the final calendar date of the effective contract period**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.225-11 BUY AMERICAN--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (DEC 2022)

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

Caribbean Basin country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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 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.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country 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 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. 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.

Least developed country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

Free Trade Agreement country construction material means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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.

WTO GPA country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(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 material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

NONE

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

(i) The cost of domestic construction material would be unreasonable.

(A) For domestic construction material that is not a critical item or does not contain critical components.

(1) The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(4)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

(B) For domestic construction material that is a critical item or contains critical components.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured

in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(4)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American statute 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 statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) 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)(4)(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)

52.228-14 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. W912P823B0002_(for reference only)

TO: Department of the Army
U.S. Army Corps of Engineers, New Orleans District
7400 Leake Avenue
New Orleans, LA 70118 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)

52.232-16 PROGRESS PAYMENTS (NOV 2021)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made

by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR) 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress

payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d) (2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the

Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial product or commercial service financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services in FAR parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in 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. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 20 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(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.

The indications of physical conditions on the drawings and in the specifications are the result of site investigations byN/A.

- a. Weather Conditions. Data on weather conditions may be obtained from the National Weather Service.
- b. Conditions of Channel. Normally, ample width and depth of channel are available within the limits of the work to provide for normal navigation and to carry out the necessary construction operations.
- c. Channel Traffic. Normal traffic of the river, consisting of self-propelled craft with or without tows, will pass the sites of the work.
- d. Obstruction of Channel. The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army in accordance with the provisions of Section 7 of the River and Harbor Act of 8 August 1917. The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessels, to such an extent as may be necessary to afford a practicable passage. Upon completion of the work, the Contractor shall promptly remove his plant, including ranges, buoys, piles and other markers placed by him under the contract in the navigable waters or on shore.

e. Stage Hydrograph. Real time stage hydrograph data of the Mississippi River Basin may be obtained from the U.S Army Corps of Engineers, New Orleans District website at: <http://rivergages.mvr.usace.army.mil/WaterControl/new/layout.cfm>. The following staff gages shall be used for this contract. Historic hydrographic data provided does not constitute a prediction.

Gage Name (ID)	Location (Mile)
MS River at Head of Passes (01545)	-0.6 BHP (SP RDB)
MS River SWP Mile 7.5 (01575)	-7.5 BHP (SWP LDB)
MS River SWP at East Jetty (01670)	-17.9 BHP (SWP LDB)
MS River SP at Port Eads (01850)	-11.0 BHP (SP RDB)

f. Wharf Structures. Work will not be required beneath or landward of wharf structures that would interfere with ordinary construction methods or impede ordinary construction progress inherent in this type of work.

g. Existing Structures in Southwest Pass and South Pass. The attention of the Contractor is called to the existence of the Corps of Engineers' dredging targets, oil pipelines and the U. S. Coast Guard's navigation aids located in Southwest Pass and South Pass. The Contractor shall conduct his/her work in such a manner so as to not damage these structures.

(End of clause)

52.236-16 QUANTITY SURVEYS (APR 1984)

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(b) The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

(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)

52.244-2 SUBCONTRACTS (JUN 2020)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

TBD

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(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):

www.acquisition.gov

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(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 that 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 following index of drawings:

Title	File	Drawing No.
2023 Southwest Pass and South Pass Stone Repairs		G-01, G-02
2023 Southwest Pass and South Pass Stone Repairs		C-01 through C-09

(End of clause)

252.236-7002 OBSTRUCTION OF NAVIGABLE WATERWAYS. (DEC 1991)

(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.).

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 (60%) of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining **Forty percent** (40%) 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.

SECTION 0800

Section Table of Contents

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

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SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

a. Commencement. The Contractor shall (a) commence work specified in the Task Order when the Notice to Proceed is issued, (b) prosecute the work diligently, and (c) complete the entire work within the time specified in each Task Order.

b. Prosecution.

(1) Southwest Pass and South Pass stone repairs shall consist of performing all stone repairs to foreshore dikes and jetties. Stone repairs may be specified for any foreshore dike or jetty reach located within the project limits. In locations where there is not adequate floatation for loaded barges to access the foreshore dikes or jetties the Contractor will have the option to decrease vessel draft by light loading barges or submit before and after surveys of floatation channel excavations. Prior to the start of work for each Task Order, the Contracting Officer shall issue to the Contractor a list of foreshore dike and/or jetty sites with the type of stone repairs to be performed in accordance with these plans, specifications and estimated quantities required for the work. Stone repairs may be accomplished at any reach of the site as the Contractor may elect after receipt of each Task Order unless directed otherwise in the Task Order.

(2) The Contractor shall maintain sufficient stone supply and equipment to place an average of 850 tons or more per calendar day, averaged quarterly, per rig per specified locations requiring foreshore dike and jetty repairs in Southwest Pass or South Pass. The time specified in each Task Order shall be computed based upon these specified rates throughout the contract period. Should there be insufficient bank available for placement at the required rates; the time specified in each Task Order shall be adjusted to allow for the delay.

(3) The Contractor shall furnish sufficient force, materials, construction plant and equipment, and stone supply, and shall work such hours, including night shifts and overtime operations as may be necessary to insure the prosecution of the work in accordance with subparagraph Prosecution, subparagraph (2) above. If the Contractor falls behind the specified progress, the Contractor shall increase the number of shifts and/or overtime operations, and/or the amount of construction plant, and/or stone supply, all without additional cost to the Government.

(4) Failure of the Contractor to comply with the requirements of the Contracting Officer under the provisions of these contract specifications shall be grounds for determination by the Contracting Officer that the Contractor is not prosecuting the work with such diligence as to insure completion within the time specified in the Task Order. Upon such determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any part thereof. The Government shall complete such terminated portion of the work by Government plant and hired labor or otherwise, and the Contractor and his surety shall be liable to the Government for any excess cost resulting from the completion of the terminated portion of work.

c. Completion. The Contractor shall complete the stone placement, including final cleanup and dressing of all worksites, within the time specified in each Task Order. The time specified in each Task Order is determined by the tons of stone placed for foreshore dikes and jetty repairs divided by the minimum placement rate of 850 tons per calendar day. The time specified in each Task Order shall start when the Notice to Proceed is issued. The time to complete the estimated Base and Optional work is 730 calendar days after the Notice to Proceed is issued.

2. INDEFINITE QUANTITY

a. This is an indefinite quantity contract for miscellaneous construction and repairs, and effective for a two-year period from the first Notice to Proceed. 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 Task Orders issued in accordance with the Section 00700 Contract Clause entitled "ORDERING" (FAR 52.216-18). The Contractor shall furnish to the Government, when and if ordered, work for the items specified.

c. Except for any limitations on quantities in the Section 00700 Contract Clause entitled "ORDER LIMITATIONS" (FAR 52.216-19), there is no limit on the number of Task Orders that may be issued. The Government may issue Task Orders requiring delivery to multiple locations.

d. Any Task Order issued during the effective contract period and not completed within that effective contract period shall be completed by the Contractor within the time specified in the Task Order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that Task Order to the same extent as if the Task Order were completed during the contract's effective period.

e. The Contractor shall provide written telecommunication notice (e-mail or facsimile) to the Contracting Officer's Representative of the need to place any quantity for an item of a Task Order above the estimated quantity included for that item in the Task Order. The notice shall be provided at least five (5) calendar days prior to the anticipated need for the additional quantity. The Contractor will be responsible for any impact on the completion of the work resulting from an untimely notice. Upon approval by the Contracting Officer for any additional quantity of an item, the time specified in the Task Order shall be modified accordingly.

3. LIQUIDATED DAMAGES

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 \$3,200.00 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 Section 00700 Contract Clause entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) Alternate I" (FAR 52.249-2).

4. SPECIAL SMALL BUSINESS/LOCAL BUSINESS REPORTING REQUIREMENT

In addition to other contract requirements of this contract, Contractor shall, as a part of its subcontract program management and subcontracting plan, submit a report within seven (7) days of contract or Task Order award, and weekly thereafter for the first 90 days of contract or Task Order performance. Thereafter, reports will be submitted monthly. The report shall include information on all subcontract work awarded. In accordance with FAR 44.101, subcontracts and subcontractors are defined as follows: "Subcontract" means any contract as defined in Subpart 2.1 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. Report format may be selected by the contractor, but as a minimum, the report shall include total dollars awarded on the contract to date to each of the following categories: large business, small business, small disadvantaged business, HUB Zone small business, women-owned small business, service-disabled veteran-owned

small business, veteran owned small business, Historically Black Colleges/Minority Institutions, also, report total dollars awarded to local businesses in each of the following categories: large business, small business, small disadvantaged business, HUB Zone small business, women-owned small business, service-disabled veteran-owned small business, veteran owned small business, Historically Black Colleges/Minority Institutions. Business size and location for subcontractors must be consistent with information recorded in the Central Contractor Registration Database. The report shall be submitted in three (3) copies to the Contracting Officer. Other reporting requirements of this contract remain unchanged.

5. CONTRACTOR PERFORMANCE EVALUATIONS – CONSTRUCTION

In accordance with the provisions of Subpart 36.201(Evaluation of Contractor Performance) of the Federal Acquisition Regulation System, the construction contractor's past performance shall be evaluated for construction contracts. The United States Army Corps of Engineers (USACE) follows the procedures outlined in Engineering Regulation 415-1-17 to fulfill this requirement. For construction contracts awarded at or above \$700,000.00, the USACE will evaluate the contractor's performance and prepare a performance report using the Contractor Performance Assessment Reporting System (CPARS), which is a web-enabled application. After an evaluation is completed by the USACE, the Contractor Representative will have the ability to access, review and comment on the evaluation for a period of 60 days. Accessing and using CPARS requires specific software called a Public Key Infrastructure (PKI) certificate or, for non-DoD Government users, a Personal Identify Verification (PIV) card. The certification is a Department of Defense requirement and was implemented to provide security in electronic transactions. The certification software could cost approximately \$100 - \$120 per certificate, per year. The software is purchased from an approved External Certificate Authorities (ECA) vendor. Current information about the PKI certification process and for contacting approved ECA vendors can be found on the web site: <https://www.cpars.gov>. If the Contractor wishes to participate in the performance evaluation process, access to CPARS and PKI certification is the sole responsibility of the Contractor.

"General Decision Number: LA20230005 04/28/2023

Superseded General Decision Number: LA20220005

State: Louisiana

Construction Type: Heavy

Counties: Jefferson, Orleans, Plaquemines, St Bernard, St Charles, St James, St John the Baptist and St Tammany Counties in Louisiana.

HEAVY CONSTRUCTION PROJECTS (Includes flood control, water & sewer lines, and water wells. Also includes elevated storage tanks in all listed parishes except Plaquemines and St. James. Excludes industrial construction-chemical processing, power plants, and refineries.)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>. Executive Order 14026 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>. Executive Order 13658 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$12.15 per hour (or the</p>

	applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.
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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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/20/2023
2	03/10/2023
3	04/28/2023

* CARP0729-001 01/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 36.00	13.30

CARP1846-006 07/01/2022		

	Rates	Fringes
CARPENTER (formbuilding/formsetting and Piledrivers).....	\$ 29.09	10.27

ELEC0130-005 12/05/2022		

JEFFERSON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES, AND ST. JOHN THE BAPTIST PARISHES

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 32.75	14.51

 ELEC1077-002 12/05/2022

ST. TAMMANY PARISH

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 27.39	3%+9.42

ENGI0406-018 07/01/2009

	Rates	Fringes
OPERATOR: Power Equipment		
Bulldozer.....	\$ 21.26	6.70
Mechanic.....	\$ 23.31	6.70

PLAS0567-003 08/01/2022

JEFFERSON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JOHN THE BAPTIST, and ST. TAMMANY PARISHES

	Rates	Fringes
Cement Mason/Concrete Finisher...	\$ 30.47	7.97

PLAS0812-003 01/01/2022

ST. JAMES PARISH

	Rates	Fringes
Cement Mason/Concrete Finisher...	\$ 31.83	5.90

PLUM0060-002 06/06/2022

JEFFERSON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES (Southeastern Portion), ST. JOHN THE BAPTIST, and ST. TAMMANY PARISHES

	Rates	Fringes
Plumbers (excluding pipe laying).....	\$ 31.20	13.65

PLUM0198-005 12/08/2022

ST. JAMES PARISH (Northwestern Portion)

	Rates	Fringes
PLUMBER (excluding pipe laying).....	\$ 32.42	16.50

* SULA2004-007 05/13/2004

	Rates	Fringes
CARPENTER (all other work).....	\$ 13.75 **	2.60

Laborers:

Common/Landscape.....	\$ 9.88 **	0.00
Fence.....	\$ 11.24 **	0.00
Flagger.....	\$ 8.58 **	0.00
Mason Tender.....	\$ 7.25 **	0.00
Pipelayer.....	\$ 9.84 **	0.00

PIPEFITTER (excluding pipelaying).....	\$ 17.52	4.51
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Power equipment operators:

Backhoe/Excavator.....	\$ 14.42 **	0.00
Crane.....	\$ 16.34	3.30
Dragline.....	\$ 16.50	0.00
Front End Loader.....	\$ 13.89 **	0.00
Oiler.....	\$ 10.03 **	0.00

Truck drivers:

Dump.....	\$ 11.01 **	0.00
Pickup.	\$ 12.25 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). 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.

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.

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END OF GENERAL DECISIO"

"General Decision Number: LA20230008 04/28/2023

Superseded General Decision Number: LA20220008

State: Louisiana

Construction Type: Heavy Industrial

Counties: Acadia, Ascension, Bossier, Caddo, Calcasieu, East Baton Rouge, Jefferson, Lafayette, Lafourche, Livingston, Orleans, Ouachita, Plaquemines, Rapides, St Bernard, St Charles, St James, St John the Baptist, St Landry, St Martin, St Tammany, Terrebonne and Webster Counties in Louisiana.

HEAVY CONSTRUCTION PROJECTS (Industrial, Processing Plants, and Refineries)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.
	. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract.
	. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed

	on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.
--	--

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	03/10/2023
4	03/31/2023
5	04/28/2023

BOIL0037-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 30.49	23.13

* CARP0729-001 01/01/2023		

	Rates	Fringes
MILLWRIGHT.....	\$ 36.00	13.30

CARP1098-001 07/01/2022		

ASCENSION, EAST BATON ROUGE, LIVINGSTON AND ST. JAMES (North of the Mississippi River) PARISHES

	Rates	Fringes
CARPENTER (including drywall hanging/framing, metal studs, and formsetting/formbuilding)....	\$ 29.04	10.86

CARP1098-009 07/01/2022

BOSSIER, CADDO, OUACHITA, RAPIDES AND WEBSTER PARISHES

	Rates	Fringes
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CARPENTER (including drywall hanging/framing, metal studs, and formsetting/formbuilding)....\$	29.04	10.86
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CARP1098-010 07/01/2022

ACADIA, LAFAYETTE, ST. LANDRY AND ST. MARTIN PARISHES

	Rates	Fringes
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CARPENTER (including drywall hanging/framing, metal studs, and formsetting/formbuilding)....\$	29.04	10.86
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CARP1098-011 07/01/2022

CALCASIEU PARISH

	Rates	Fringes
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CARPENTER (including drywall hanging/framing, metal studs, and formsetting/formbuilding)....\$	29.04	10.86
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CARP1846-003 07/01/2022

JEFFERSON, LAFOURCHE, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES (South of the Mississippi River), ST. JOHN THE BAPTIST, ST. TAMMANY, and TERREBONNE PARISHES

	Rates	Fringes
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CARPENTER (including drywall hanging/framing, metal studs, and formsetting/formbuilding)....\$	29.09	10.27
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ELEC0130-004 12/05/2022

JEFFERSON, LAFOURCHE, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES, ST. JOHN THE BAPTIST, ST. MARTIN (Southern Portion), AND TERREBONNE PARISHES

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 32.75	14.51

ELEC0194-008 09/05/2022		

BOSSIER, CADD0, and WEBSTER PARISHES

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 31.25	14.34

ELEC0446-005 03/01/2023		

OUACHITA PARISH

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 26.95	2%+13.11

* ELEC0576-007 03/01/2023		

RAPIDES PARISH

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 26.90	4.25%+9.90

ELEC0861-007 09/01/2022		

ACADIA, CALCASIEU, LAFAYETTE, AND ST. MARTIN (Northern Portion) PARISHES

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 29.53	4.34%+13.05

ELEC0995-007 01/01/2023		

ASCENSION, EAST BATON ROUGE, LIVINGSTON, AND ST. LANDRY PARISHES

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 27.49	12.66

ELEC1077-004 12/05/2022		

ST. TAMMANY PARISH

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 27.39	3%+9.42

ENGI0406-016 07/01/2010		

	Rates	Fringes
Power equipment operators: (Acadia, Bossier, Caddo, Calcasieu, Lafayette, Ouachita, Rapides, St. Landry, St. Martin, and Webster Parishes)		
Crane, 50 to 150 tons.....	\$ 25.15	7.95
Crane, below 50 tons.....	\$ 24.90	7.95
Crane, over 150 tons.....	\$ 25.40	7.95
Power equipment operators: (Ascension, Livingston, and St. James Parishes)		
Crane, 50 to 150 tons.....	\$ 25.15	7.95
Crane, below 50 tons.....	\$ 24.65	7.95
Crane, over 150 tons.....	\$ 26.15	7.95
Power equipment operators: (Lafourche, St. Bernard, St. Charles, St. John the Baptist, St. Tammany, and Terrebonne Parishes)		
Crane, 50 to 150 tons.....	\$ 25.15	7.95
Crane, below 50 tons.....	\$ 24.65	7.95
Crane, over 150 tons.....	\$ 26.15	7.95
Power Equipment Operators (East and West Baton Rouge)		
Crane, 50 to 150 tons.....	\$ 25.15	7.95
Crane, below 50 tons.....	\$ 24.65	7.95
Crane, over 150 tons.....	\$ 26.15	7.95
Power equipment operators: (Orleans, Jefferson, Plaquemines)		

IRON0623-004 01/01/2023
 Crane, 50 to 150 tons.....\$ 25.15 7.95
 Crane, below 50 tons.....\$ 24.65 7.95
 ASCENSION, EAST BATON ROUGE, LAFAYETTE (Eastern Portion),
 Crane, over 150 tons.....\$ 26.15 7.95
 LIVINGSTON, ST. JAMES (Northwestern Portion), ST. LANDRY, and
 ST. MARTIN PARISH

	Rates	Fringes
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IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 33.25	12.22
--	----------	-------

IRON0623-009 01/01/2023

BOSSIER, CADD0, AND WEBSTER PARISHES

	Rates	Fringes
--	-------	---------

Ironworker, reinforcing and structural.....	\$ 33.25	12.22
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IRON0623-013 01/01/2023

ACADIA, CALCASIEU, LAFAYETTE (Western Portion), OUACHITA, AND
RAPIDES PARISHES

	Rates	Fringes
--	-------	---------

Ironworker, reinforcing and structural.....	\$ 33.25	12.22
--	----------	-------

IRON0623-019 01/01/2023

JEFFERSON, LAFOURCHE, ORLEANS, PLAQUEMINES, ST. BERNARD, ST.
CHARLES, ST. JAMES (Southeastern Portion), ST. JOHN THE
BAPTIST, ST. TAMMANY, and TERREBONNE PARISHES

	Rates	Fringes
--	-------	---------

Ironworker, reinforcing and structural.....	\$ 33.25	12.22
--	----------	-------

* LAB00207-004 07/01/2006

CALCASIEU PARISH

	Rates	Fringes
Laborer, common.....	\$ 12.79 **	1.73

* LAB00689-002 07/01/2006		

JEFFERSON, LAFOURCHE, ORLEANS, PLAQUEMINES, ST. BERNARD, ST.
CHARLES, ST. JAMES, ST. JOHN THE BAPTIST, ST. TAMMANY, AND
TERREBONNE PARISHES

	Rates	Fringes
Laborer, common		
Jefferson, Orleans, St.		
Bernard, and Terrebonne		
Parishes.....	\$ 12.79 **	1.73
Lafourche, Plaquemines,		
St. Charles, and St. John		
the Baptist Parishes.....	\$ 11.19 **	1.73
St. James and St. Tammany		
Parishes.....	\$ 10.00 **	1.73

* LAB00692-001 05/01/2005		

BOSSIER, CADD0, AND WEBSTER PARISHES

	Rates	Fringes
Laborer, common.....	\$ 12.00 **	2.10

* LAB00762-001 01/01/2005		

ACADIA, FRANKLIN, LAFAYETTE, OUACHITA, RAPIDES, ST. LANDRY,
AND ST. MARTIN PARISHES

	Rates	Fringes
Laborer, common.....	\$ 11.00 **	3.50

* LAB01177-001 09/01/2005		

ASCENSION, EAST BATON ROUGE, AND LIVINGSTON PARISHES

Rates	Fringes
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Laborer, common.....\$ 15.00 ** 2.77

PAIN1244-003 11/01/2019

NEW ORLEANS AREA - ASCENSION, EAST BATON ROUGE, JEFFERSON,
LAFAYETTE, LAFOURCHE, LIVINGSTON, ORLEANS, PLAQUEMINES, ST.
BERNARD, ST. CHARLES, ST. JAMES, ST. JOHN THE BAPTIST, ST.
LANDRY, ST. MARTIN, ST. TAMMANY, AND TERREBONNE PARISHES

	Rates	Fringes
--	-------	---------

PAINTER (brush, roller, spray, and sandblaster).....	\$ 21.91	9.73
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PAIN1244-004 11/01/2019

LAKE CHARLES AREA - ACADIA AND CALCASIEU PARISHES

	Rates	Fringes
--	-------	---------

PAINTER (brush, roller, spray, and sandblaster).....	\$ 21.91	9.73
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PAIN1244-005 11/01/2019

SHREVEPORT AREA - BOSSIER, CADDO, OUACHITA, RAPIDES, AND
WEBSTER PARISHES

	Rates	Fringes
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PAINTER (brush, roller, spray, and sandblaster).....	\$ 21.91	9.73
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PLUM0060-001 06/06/2022

JEFFERSON, LAFOURCHE, ORLEANS, PLAQUEMINES, ST. BERNARD, ST.
CHARLES, ST. JAMES (Southeastern Portion), ST. JOHN THE
BAPTIST, ST. TAMMANY, AND TERREBONNE PARISHES

	Rates	Fringes
--	-------	---------

PIPEFITTER (excluding HVAC pipe).....	\$ 31.20	13.65
PLUMBER (including HVAC pipe and setting system).....	\$ 31.20	13.65

PLUM0106-001 06/01/2014

ACADIA, CALCASIEU, LAFAYETTE, ST. LANDRY, and ST. MARTIN
(Western Portion) PARISHES

Rates	Fringes
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PLUMBER/PIPEFITTER (including HVAC pipe and setting system)....\$ 25.90	13.65
--	-------

PLUM0141-001 08/01/2022

BOSSIER, CADD0, and WEBSTER PARISHES

Rates	Fringes
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PLUMBER/PIPEFITTER (including HVAC pipe and setting system)....\$ 27.98	14.22
--	-------

PLUM0198-001 12/08/2022

ASCENSION, EAST BATON ROUGE, LIVINGSTON, ST. JAMES
(Northwestern Portion), AND ST. MARTIN (Eastern Portion)
PARISHES

Rates	Fringes
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PLUMBER/PIPEFITTER (including HVAC pipe and setting system)....\$ 32.42	16.50
--	-------

PLUM0247-001 05/01/2020

RAPIDES PARISH

Rates	Fringes
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PLUMBER/PIPEFITTER (including HVAC pipe and setting system)....\$ 26.50	13.39
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PLUM0659-003 07/01/2015

OUACHITA PARISH

Rates	Fringes
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PLUMBER/PIPEFITTER (including	
-------------------------------	--

HVAC pipe and setting system)....\$ 26.33	8.97
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* SULA2004-005 05/19/2004

	Rates	Fringes
Cement Mason/Concrete Finisher...\$ 16.89		2.45
Power Equipment Operator		
Oiler.....\$ 11.16 **		3.09

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). 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.

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.

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END OF GENERAL DECISIO"

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SECTION 01000 - GENERAL REQUIREMENTS

1. INTENT

The intent of this contract is to provide for a reliable means to construct, maintain and repair Mississippi River, Baton Rouge to the Gulf of Mexico sites along the east and west banks of Southwest Pass and South Pass within the New Orleans District, U.S. Army Corps of Engineers.

2. CONTRACT PERIOD AND AMOUNT

The contract will be for a two-year period beginning with the first notice to proceed. The proposed contract resulting from this solicitation will be an indefinite delivery/indefinite quantity (ID/IQ) contract as defined in FAR 16.504. Services shall be provided on a Task Order basis. Task Orders under this contract shall be Firm-Fixed Price based on the schedule of prices for the contract line items. The Government is under no obligation to issue any orders against this contract in excess of the minimum guarantee.

3. OBJECTIVE

a. The primary objective of this contract is to provide for the required navigation work, between June 2023 and June 2025, at various sites along Southwest Pass and South Pass within the New Orleans District, U. S. Army Corps of Engineers. Typical efforts include stone foreshore dike paving and stone jetty paving. Work requirements will vary from site to site. The Contractor shall maintain the capability to provide quick response for this work. The ability to perform the work with the Contractor's own work forces and to manage the construction effort while insuring quality and safety are paramount to the success of this contract. If the Contractor fails to provide a quality product on schedule, the Contractor may not receive additional Task Orders under this contract over the minimum specified by the contract. Task Orders issued under this contract shall be for work assigned to the New Orleans District, U.S. Army Corps of Engineers. All Task Orders shall be issued by the New Orleans District, U.S. Army Corps of Engineers.

b. Typical Work Requirements. In order to meet the objectives of this contract, the Contractor shall provide expertise in certain areas in order to accomplish the required work. Disciplines and related work requirements may include, but are not limited to, civil works such as stone foreshore dike and stone jetty repair and construction.

4. TASK ORDERS

The Contracting Officer will issue Task Order(s) that include statements of work and a summary of the quantities required for the work based on the contract line items. Davis-Bacon Act wage determinations are included in the basic contract and will be adhered to for each Task Order.

5. DEFINITIONS

The following is a list of typical work requirements contemplated to be performed under this contract. This list is not all-inclusive. Typical activities to be performed under a Task Order are listed in the paragraph entitled WORK TO BE PERFORMED.

- a. Submittal. Documents required to be submitted by the Contractor to support or record the actions being taken under the Task Order requirements. The Contractor shall provide initial submittals upon award of the contract as established in Section 01 33 00 SUBMITTAL PROCEDURES. Each Task Order may specify submittals that are required but in general, the Contractor shall provide submittals as required by the Technical Specifications for all applicable work items. See Section 01 33 00 SUBMITTAL PROCEDURES for a more detailed discussion.
- b. Task Order. Directive issued on DD Form 1155 to the Contractor that delineates the requirements for work to be performed with estimated quantities of work to be performed using the contract line items.
- c. Quality Assurance (QA). The procedure by which the Government fulfills its responsibility to be certain that the Contractor's quality control is functioning and the specified service is realized.
- d. Quality Control (QC). The Contractor's system of management, control and documentation of its activities to comply with these contract specification requirements.

6. WORK TO BE PERFORMED

- a. General. The Contractor shall, commencing upon issuance of a Task Order, furnish all materials, equipment, transportation and supervision to safely and efficiently perform the required work. All tasks to be completed under this contract shall be performed in accordance with applicable provisions of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 (30 November 2014).
- b. Contractor's Representative. The Contractor shall execute all work under the direction of a Project Manager. The Project Manager shall have adequate experience to oversee task accomplishment, administer all instructions, and

answer all questions from the Contracting Officer or the Contracting Officer's Representative pertaining to the specific requirements of each Task Order. Additionally, the Project Manager shall be responsible for complete coordination of all work under the Task Order. All work shall be accomplished with adequate internal controls and review procedures which will eliminate conflicts, errors, and omissions and ensure the technical adequacy of all output. The Project Manager shall be identified, in writing, to the Contracting Officer, prior to commencement of work under each Task Order. Should there be a need to change the Project Manager during Task Order performance; the Contractor shall notify the Contracting Officer in writing.

c. Overall Responsibility. The Contractor shall be responsible for all equipment startup and testing and/or repair, warranty, and training required to implement the Task Order requirements, including, but not limited to, equipment, materials, applicable engineering documentation, and other necessary services and/or products required to accomplish the work.

d. Permits. The Contractor is responsible for identifying and obtaining all permits from federal, state, local or installation agencies. Refer to the Section 00700 CONTRACT CLAUSES entitled PERMITS AND RESPONSIBILITIES (FAR 52.236-7, Nov 1991).

e. Insurance Requirements. The Contractor shall procure and maintain minimum insurance for the entire duration of time needed to complete all work of a Task Order on Government property as required by the Section 01100 paragraph entitled INSURANCE REQUIREMENTS FOR WORKING ON GOVERNMENT PROPERTY.

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SECTION 01100 - GENERAL PROVISIONS

1. LOCATIONS AND ANTICIPATED WORK

a. Locations. The localities where the work will be performed under these contract specifications will be selected by the Contracting Officer. Stone repairs may be done on any of the foreshore dike and jetty sites listed in the contract drawings and as required by each Task Order issued to the Contractor. Final selection of sites will not be made before award of the contract. All localities will lie within Southwest Pass between miles 0.0 and -20.2 BHP and South Pass between miles -11.5 and -13.5 BHP in the state of Louisiana. The Contractor shall perform all work at each locality regardless of the number of localities involved or the order in which the localities are to be done.

b. Anticipated Work.

1) Various stone repairs will be performed on Southwest Pass and South Pass. It is anticipated that approximately 80,000 tons of 2200 lb. stone for foreshore dike repairs will be placed along the east and west banks in Southwest Pass, approximately 6,000 tons of jetty stone A for foreshore dike repairs will be placed in Southwest Pass, and approximately 150,000 tons of jetty stone A will be placed along the east jetty in South Pass. Optional Work items include the placement of 100,000 tons of 2200 lb. stone for foreshore dike repairs in Southwest Pass, 20,000 tons of jetty stone A for jetty repair in Southwest Pass, 10,000 tons of jetty stone B for jetty repairs in Southwest Pass, 90,000 tons of Jetty Stone A on the west jetty in South Pass, and 45,000 tons of 2200 lb. stone on the west jetty in South Pass. Light loading of barges or flotation channel excavations may be required to access stone placement locations.

(2) The Contractor shall perform stone repairs within the limits specified in this contract, and shall prosecute the work at the various jobsites in such order of precedence as may be prescribed by the Contracting Officer. Task Orders will be furnished to the Contractor during the life of the contract specifying the jobsites at which stone repairs are to be performed. While the Contractor's work is in progress at any particular jobsite, the Contracting Officer may issue a Task Order for additional work to be performed by the Contractor at that particular jobsite. Generally, work ordered at any jobsite consists of all stone repairs to be placed at that jobsite; however, the Government reserves the right to order that only portions of the stone repairs at any jobsite be placed under the contract with the remainder of the work accomplished by other means. When river stages or other conditions are such that such action is warranted, the Government further reserves the right to refrain from issuing a Task Order for stone repairs at a jobsite, or after a Task Order has been issued, to

delete from the Task Order all or any part of said stone repairs. The Government may temporarily suspend work at a jobsite in order for the Contractor to perform emergency work at another jobsite. Upon completion of the emergency work the Contractor may be directed to resume stone repairs at the jobsite where the work was suspended or another jobsite. An equitable adjustment will be made under the Section 00700 CONTRACT CLAUSES entitled CHANGES (FAR 52.243-4) for performing emergency work.

NOTE: Moving from one designated locality or jobsite to another designated locality or jobsite is not considered mobilization and demobilization. The Contractor shall notify the Contracting Officer, in writing, 7 days prior to the completion of the specified work in the current Task Order.

(3) Southwest Pass Stone Foreshore Dike Repairs Defined. Southwest Pass stone foreshore dike repairs consist of the placement of graded stone over the existing damaged stone dike surfaces to attain the required typical foreshore dike repair section in the before-construction drawings.

(4) Southwest Pass Stone Jetty Repairs Defined. Southwest Pass stone jetty repairs consist of the placement of graded stone over the existing damaged stone jetty and stone jetty head surfaces to attain the required typical jetty repair section in the before-construction drawings. Jetty stone placement may be required from either the channel side or gulf side of Southwest Pass.

(5) South Pass Stone Jetty Repairs Defined. South Pass stone jetty repairs consist of the placement of graded stone over the existing damaged stone jetty and stone jetty head surfaces to attain the required typical jetty repair section in the before-construction drawings. Jetty stone placement may be required from either the channel side or gulf side of South Pass.

2. DAMAGE TO WORK

a. Damage to Permanent Work. The responsibility for damage to any part of the permanent work shall be as set forth in the Section 00700 CONTRACT CLAUSES entitled PERMITS AND RESPONSIBILITIES (FAR 52.236-7). However, if, in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood, earthquake, hurricane or tornado and this 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 the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit price or job prices as fixed and established

in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or job prices applicable to any part of such work, an equitable adjustment pursuant to the Section 00700 CONTRACT CLAUSES entitled CHANGES (FAR 52.243-4) shall be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or job prices. 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.

b. Damage to Southwest Pass or South Pass Facilities. The Contractor shall exercise caution when working in the vicinity of facilities such as, but not limited to, Corps of Engineers' dredging targets, pipelines, utility crossings and the U.S. Coast Guard's navigation aids adjacent to the jobsite. The Contractor shall repair the damage to any facilities resulting from Contractor operations, at his/her own expense. Within 15 days after the Government issues a Task Order, the Contractor shall submit for approval by the Contracting Officer a Detailed Plan of Operation at each facility within 500 feet of any Contractor operation. The plan shall contain emergency measures to be taken in the event of an accident. The Contractor shall notify the owner of the facility at least 14 days prior to operating within 500 feet of the facility. The Contractor shall provide a copy of these notifications to the Contracting Officer.

3. SAFETY PROVISIONS

The safety provisions as specified herein refer to the latest edition of EM 385-1-1.

The current document can be found at

http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf

a. Mishap Reporting and Investigation. See, Section 01.D of EM 385-1-1. Reports shall be submitted on ENG Form 3394. Accidents shall be investigated and reports completed by the immediate supervisor of the employee(s) involved and reported to the Contracting Officer or authorized representative within one (1) working day after the accident occurs. All data reported must be complete, timely and accurate. A follow-up report shall be submitted when the estimated lost-time days differ from the actual lost-time days.

b. Accident Prevention Plan (APP). See Section 00700 CONTRACT CLAUSES entitled ACCIDENT PREVENTION (FAR 52.236-13). Within 15 days after the receipt of the Notice of Award of the contract, and at least seven (7) days prior to the Pre-work Conference, four (4) copies of the Accident Prevention Plan shall be submitted to the Contracting Officer for review and acceptance. The plan shall be prepared in the following format.

(1) Executed CESO Form A-02, Accident Prevention Plan Checklist (the "fillable form" can be obtained from:

<http://www.usace.army.mil/Portals/2/docs/Safety/EM%20385-1-1,%202014%20Sections/Checklists/CESO%20Checklist%20A-02%20Accident%20Prevention%20Plan.pdf>)

(2) Activity Hazard Analysis (AHA) Form, Figure 1-2 in Section 1 "Program Management" of EM 385-1-1 (latest edition) (Attached at the end of this section). The Contractor shall address each of the elements/sub-elements in the outline contained in Appendix A of EM 385-1-1 in the order that they are provided in the manual. If an item is not applicable because of the nature of the work to be performed, the Contractor shall state this exception and provide a justification.

(3) A copy of company policy statement regarding accident prevention.

(4) When marine plant and equipment are in use under a contract, the method of fuel oil transfer shall be included on MVN Form 385-10 (Latest Edition), Fuel Oil Transfer (attached at the end of this section), (Refer to 33 CFR 156).

(5) EM-385-1-1 01.A.14, subparagraph (a), requires a hazard analysis for all features of work. For this contract, these hazard analyses shall be submitted with the rest of the APP for review before work begins. Hazard analysis may be refined and resubmitted at a later date if the Contractor chooses.

c. Comprehensive Hazard Communication Program. The Contractor shall develop, implement, and maintain at the workplace a written, Comprehensive Hazard Communication Program (see Section 06.B.01 of EM 385-1-1) that includes identification of potential hazards as prescribed in 29 CFR Part 1910.1200 and/or 1926.59, effects of exposure and control measures to be used for chemical products and physical agents that may be encountered during the performance of work on this contract, provisions for container labeling, Safety Data Sheets and employee training program, and other criteria in accordance with 29 CFR Part 1910.1200 and/or 1926.59. Training shall include communication methods and systems to be used (i.e., voice, hand signals, radios or other means), and training in the use and understanding of safety data sheets and chemical product hazard warning labels. Prior to bringing hazardous substances, as defined in 29 CFR 1910.1200 and/or 1926.59, onto the jobsite, a copy of the Hazard Communication Program and the Safety Data Sheets of each substance shall be submitted to the Contracting Officer and made available to the Contractor's employees as part of its Accident Prevention Plan. A site map shall be attached to the inventory showing where the inventoried hazardous substances are stored. The inventory list and site map shall be updated monthly to assure accuracy. The Contractor shall note that "Safety Data Sheets (SDS)

has replaced Material Safety Data Sheets (MSDS)" referenced in Section 06.B.01 of EM 385-1-1 meeting the criteria of the new OSHA globally harmonized system.

d. Daily Inspections. 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 jobsite in accordance with Section 01 45 04.00 10, CONTRACTOR QUALITY CONTROL. The reports shall be records of the daily inspections and resulting actions. Each report shall include, as a minimum, the following:

(1) Phase(s) of construction underway during the inspection.

(2) Locations of areas where inspections were made.

(3) Results of inspections, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.

e. Safety Sign. The Contractor shall furnish, erect, and maintain a safety sign at the site where indicated by the Contracting Officer. The sign shall conform to the requirements of this paragraph and the drawing included at the end of this section. The lettering shall be black, the safety circle and cross green, and the background white. When placed on a floating plant, the sign may be half size. 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 sign coordinator is Mary H. Ferry @ 504.862.2000.

f. Ground Fault Protection. Electrical equipment used on this contract shall be equipped with ground fault circuit interrupters in accordance with EM 385-1-1, Section 11.D.05.

g. Means of Escape for Personnel Quartered, or Working on Floating Plant.

Two (2) means of escape shall be provided for assembly, sleeping, and messing areas on floating plants. For areas involving 10 or more persons, both means of egress shall be through standard size doors opening to different exit routes. Where nine (9) or fewer persons are involved, one (1) of the means of escape may be a window (minimum dimensions 24 inches by 36 inches), which leads to a different exit route. See Section 19 of EM 385-1-1, entitled "Floating Plant and Marine Activities."

h. Emergency Alarms and Signals.

(1) Alarms. Emergency alarms shall be installed and maintained on all floating plant requiring a crew where it is possible for either a passenger or crewman to be out of sight or hearing from any other person. The alarm

system shall be operated from the primary electrical system with standby batteries on trickle charge that will automatically furnish the required energy during an electrical system failure. A sufficient number of signaling devices shall be placed on each deck so that the sound can be heard distinctly at any point above the usual background noise. All signaling devices shall be so interconnected that actuation can occur from at least one strategic point on each deck.

(2) Signals.

(a) Fire Alarm Signals. The general fire alarm signal shall be in accordance with paragraph 46 CFR Ch. I; Subpart E.109.503 of the Coast Guard Rules and Regulations for Cargo and Miscellaneous Vessels, Sub-Chapter I & Ia.

(b) Abandon Ship Signals. The signal for abandon ship shall be in accordance with paragraph 109.503(b) of the reference cited in subparagraph (2)(a) above.

(c) Man Overboard Signal. Hail and pass the word to the bridge. All personnel and vessels capable of rendering assistance shall respond.

i. Hurricane Plan. A detailed plan for protection and evacuation of personnel and plant, in the event of an impending hurricane or storm, is required as an enclosure to the Contractor's Accident Prevention Plan. This plan shall be submitted to the Contracting Officer or authorized representative for review and approval prior to the Pre-construction Conference. The Hurricane Plan shall include at least the following:

(1) The time each phase of the plan will be put into effect. The time shall be the number of hours remaining for the storm to reach the worksite if it continues at the predicted speed and direction.

(2) The safe harbor for personnel and plant specifically identified.

(3) The name of the boat that will be used to move the plant, its type, capacity, speed, and availability.

(4) The estimated time necessary to move the plant to the safe harbor after movement is started.

No separate measurement and payment will be made for work being performed to satisfy the Hurricane Plan. Payment for all work associated with the Hurricane Plan, and providing the equipment required for the duration specified, shall be distributed amongst the existing Pricing Schedule Items.

j. Hazardous Energy Protection. The Contractor shall develop, implement and maintain at the workplace, a written Control of Hazardous Energy System (Lockout/Tagout). See Section 12 of EM 385-1-1, entitled "Control of Hazardous Energy (Lockout/Tagout)."

k. U.S. Coast Guard Motorboat Operator's License. A U.S. Coast Guard Motorboat Operator's License shall be required for the operator of any motorboat 26 feet long or longer.

l. Site Safety and Health Officer (SSHO). Contractor shall employ a competent person at each project to function as the Site Safety and Health Officer (SSHO). The SSHO will manage the Contractor's APP.

(a) The SSHO shall be a full-time responsibility. The SSHO shall be present at the project site whenever work is in progress, and shall be located so as to have full mobility and reasonable access to all major work operations during the shift. The SSHO shall be an employee other than the supervisor. The SSHO shall report to a senior project (or corporate) official. The SSHO will not have any other assigned duties except those associated with Safety.

(b) The SSHO, as a minimum, shall produce a copy of the instructor-signed OSHA 30-hour training card, or proof of the course completion (if within 90 days of the training completion and the training card has not yet been issued). The SSHO will have completed either the 30-hour OSHA General Industry Safety Class or the 30-hour OSHA Construction Industry Safety Class. As an equivalent, the SSHO can complete formal construction or industry safety and health training covering the subjects of the OSHA 30-hour courses and the EM 385-1-1 (see Appendix A, paragraph 3.d.(3)) as long as it is applicable to the work to be performed and given by qualified instructors (the above-mentioned safety classes may be web-based training if the student is able to directly ask questions of the instructor by chat or phone).

(c) The SSHO shall have proof of employment for the following: 1.) five (5) years of continuous construction industry safety experience in supervising/managing general construction (managing safety programs or processes, or conducting hazard analyses and developing controls), or 2.) five (5) years of continuous general industry safety experience in supervising/managing general industry (managing safety programs or processes, or conducting hazard analyses and developing controls), or 3.) four (4) years of a third party, nationally accredited (ANSI or National Commission for Certifying Agencies – NCCA) SOH-related certification. See Appendix Q for a list of certifications.

(d) The SSHO shall maintain competency by taking eight (8) hours of documented formal (on-line or self-study) safety and health related coursework every year. Examples of continuing education activities that meet this requirement are: writing an article, teaching a class, reading/writing professional articles, attendance/participation in professional societies/meetings, etc.

4. GOVERNMENT INSPECTION

The Contractor is responsible for the maintenance of the gages, ranges, location marks and limit marks in proper order and position, but the presence of the Inspector shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the contract specifications. The Contractor shall:

a. Furnish, on the request of the Contracting Officer or any Inspector, the use of such boats, boatmen, laborers, and material as may be reasonably necessary in inspecting and supervising the work. The Contractor shall furnish, at no additional cost to the Government, a skiff with an enclosed cabin, overall hull length of at least 18 feet and a combined weight capacity of at least 1200 pounds. The skiff shall bear a plate of certification for minimum flotation by the Boating Industry Association (BIA) and shall also meet the safety requirements in EM 385-1-1, Section 19.C, entitled "Launches, Motorboats, and Skiffs." The skiff shall be outfitted with two outboard motors of at least 40 horsepower for propulsion.

b. Furnish, on the request of the Contracting Officer or any Inspector, suitable transportation to and from all points on shore designated by the Contracting Officer to and from various pieces of plant.

c. The Contractor shall furnish, throughout the contract period, for the exclusive use of the Government employees, a temporary waterproof building, or trailer, to be utilized as a field office. It shall be independent of any building or trailer used by the Contractor. Toilet facilities and potable water, including bottled water with water cooler, shall be provided within the Inspector's office. It shall be equipped with approved electrical wiring, at least one (1) ceiling lamp, at least one (1) double convenience outlet, and the required switches and fuses, to provide 110-volt power for lighting and operating a laptop computer and printer. It shall be equipped with an air conditioning unit to provide cooling in warm or hot weather and a heater, properly installed and vented in accordance with the National Fire Protection Association Code, for heating in cold weather. The Contractor shall make the necessary arrangements to obtain or to generate the power required to operate the air conditioning unit, lights, laptop computer and printer, and the power or fuel required for the heater, and shall bear the cost thereof. A drafting table providing a working surface having dimensions of at least four (4) feet by six (6) feet (which may consist of a piece of plywood, at least 3/4-inch thick, hinged to a wall of the building with hinged legs) shall be installed in the building.

The building shall have a built-in locker, extending from the floor to the ceiling, having dimensions of at least two (2) feet by five (5) feet, with a shelf 12 inches from the top, and one (1) door equipped with two (2) hinges, a hasp and a padlock. The outside door of the building shall be equipped with butt hinges and a cylinder lock. The window frames shall be equipped with iron security guards. Two (2) strong chairs and two (2) desks shall be provided. The building or trailer shall conform to the following minimum requirements:

Ceiling height, not less than	6 feet 9 inches
Floor space, no less than	120 square feet
Windows, not less than	2
Doors, outside	1
Rooms	1

Screens over windows; walls and ceilings shall be insulated; and interior walls finished.

d. The Contractor shall provide the inspector's field office with a cellular wireless broadband/WiFi 802.11n capable router that accepts cellular data signals through Express Card / Air Card or USB modems. This service must be capable of providing adequate connection to allow the inspectors to import/export files through RMS. The Contractor must field verify that the service provider chosen has adequate continuous coverage at the construction site. This service shall provide a minimum download speed of 10 Mbps and a minimum upload speed of 1.5 Mbps. The Contractor shall be responsible for the installation, maintenance of, and the monthly service fees necessary to provide continuous high speed internet service for the duration of the contract.

e. The building or trailer shall be removed by the Contractor after completion of all work under this contract and before final acceptance thereof. No separate payment will be made for furnishing, maintaining, providing the prescribed utilities, and removing the Inspector's field office, but the cost of the same shall be distributed throughout the existing bid items. In the event the Contractor fails to furnish the required facilities, the Government may elect to procure the required facilities and deduct all costs from amounts due or to become due under this contract.

f. The Contractor shall provide daily janitorial services for this and other buildings at the site throughout the life of the contract. The cost of this service shall be distributed throughout the existing bid items and there shall be no separate payment.

g. The location of the Inspector's field office shall be such that it is an integral part of the Contractor's day-to-day stone bank paving operations to allow full-time Quality Assurance Control by the Government Inspectors. The Contractor may furnish floating facilities which are comparable to those listed above as approved

by the Contracting Officer. If more than one (1) work unit is employed by the Contractor or Subcontractors, each unit shall be equipped with separate office facilities similar to those mentioned above.

5. RIGHTS-OF-WAY

a. The rights-of-entry required for the work to be constructed under this contract, within the rights-of-way limits indicated on the drawings, have been obtained by the Government and are provided without cost to the Contractor. The Contractor shall make its own investigations to determine the conditions, restrictions, and difficulties which may be encountered in the transportation of equipment and material to and from the worksite. The proposed work, including the rights-of-way, as defined by these specifications and as shown on the drawings, is in compliance with all applicable federal and state environmental laws and regulations. Upon completion of the Contractor's work, the rights-of-way furnished by the Government shall be returned to its original condition prior to construction unless otherwise noted.

b. If the Contractor proposes a deviation to the Government furnished rights-of-way for his/her convenience, the Contractor shall notify the Contracting Officer or authorized representative in writing. The Contractor shall not provide any permanent rights-of-way for the project. The Contractor is cautioned that any deviation to the Government furnished rights-of-way is subject to all applicable federal and state environmental laws and regulations. Compliance with these environmental laws and regulations may require additional National Environmental Policy Act (NEPA) documents, cultural resources surveys, coordination with the Louisiana State Historical Preservation Officer, water quality certification, modification of the federal consistency determination, etc. The Government is ultimately responsible for environmental compliance. Therefore, the Government will determine the additional environmental coordination and documentation necessary for a proposed deviation to the Government furnished rights-of-way. For any environmental investigations the Government is to perform on areas outside of the Government furnished rights-of-way, the Contractor shall provide sufficient rights-of-entry to the Government. The Contracting Officer will advise the Contractor of the additional environmental coordination and documentation that must be completed. The Government will be responsible for any additional environmental compliance; however, the Contractor may conduct specific tasks identified by the Government. The Government will offer advice and assistance to the Contractor in conducting these tasks. Depending on the environmental impact of the proposed deviation, obtaining the coordination and documentation may not be approved or could take as much as 180 days for approval by the Government. The Government must review, approve and ensure distribution of all environmental compliance documentation and ensure all comments on the same have been resolved before any utilization of any areas outside of the Government furnished rights-of-way. The Contractor shall reimburse the Government for actual expenses incurred for assistance in completing or attempting to complete additional environmental

coordination and documentation. These expenses shall not exceed one hundred thousand (\$100,000.00) dollars. There is no guarantee that environmental compliance will be obtained. Therefore, the Contractor shall assume all risks and liabilities associated with pursuing a deviation. Any delays resulting from the deviation and/or the environmental coordination and documentation shall not be made the basis of any Contractor claim for increase in the contract cost and/or increase in contract time. Deviations will be at the Contractor's sole risk and liability, including, but not limited to, such liabilities associated with items such as hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et. seq.), and at no cost to the Government. Government assistance in obtaining additional environmental clearances does not relieve the Contractor of responsibility for complying with other federal, state or local licenses and permits.

6. ADDITIONAL RIGHT-OF-WAY INFORMATION

The right-of-way for the purpose of stone repairs will be obtained by the Government prior to the initiation of work. If any work is required outside of the right-of-way limits, the additional right-of-way will be obtained by the Government, and the Contractor will be notified.

7. CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with these contract specification requirements shall be executed in three (3) copies. 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 specified requirements.

8. ENVIRONMENTAL LITIGATION

a. The term "environmental litigation," as used herein, means a lawsuit alleging that the work has 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.

b. 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 above, 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 and required by the terms of this 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 Section 00700 CONTRACT CLAUSES entitled SUSPENSION OF WORK (FAR 52.242-14). 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.

9. PROTECTION OF EXISTING DIKE AND JETTY STRUCTURES

The Contractor shall take measures to prevent damage to the existing foreshore dike and jetty structures from any part of the Contractor's floating plant when performing work for this project. Any damage to any existing foreshore dike and jetty structures caused by the Contractor's equipment shall be repaired or restored promptly by the Contractor and at the expense of the Contractor.

10. SEAWORTHINESS CERTIFICATION

EM 385-1-1, Section 19.A.01.b. All dredges and quarter boats not subject to U.S. Coast Guard inspection and certification or not having a current American Bureau of Shipping (ABS) classification shall be inspected in the working mode annually by a marine surveyor accredited by the National Association of Marine Surveyors (NAMS) and having at least five (5) years experience in commercial marine plant and equipment. All other plant shall be inspected annually by a qualified person. The inspection shall be documented, and a copy of the most recent inspection report shall be posted in a public area on board the vessel and a copy shall be furnished to the designated authority upon request. The inspection shall be appropriate for the intended use of the plant and shall, as a minimum, evaluate structural integrity and compliance with NFPA 302, Fire Protection Standard for Pleasure and Commercial Motor Craft.

11. UTILITIES AND IMPROVEMENTS

a. All known utilities within the limits of the work, such as pipelines, communication lines, power lines, etc., that would interfere with construction work will be removed, modified or relocated by local interests or utility companies at no cost to the Contractor unless otherwise noted in the individual Task Orders and/or before-construction drawings. The Contractor may be required to work around or in the vicinity of docks, anchor buoys and other facilities, which could interfere with facility operations. When this occurs, the Contractor shall cooperate with the facility owner's representatives and shall conduct his operations in such a manner as to result in a minimum of inconveniences to the

owners of such facilities. The Contractor shall notify the owners of pipelines, utilities or dock facilities at least seven (7) days prior to commencement of stone repair and/or construction operations within the vicinity of such improvements.

b. Any unidentified pipelines, structures, or utilities that may be found within the limits of the work, during the course of repairing the dikes and jetties shall not be disturbed nor shall excavation be performed at this location unless approved by the Contracting Officer. Payment for ordered excavation, if any, will be made in accordance with the Clause in Section 00700 CONTRACT CLAUSES, entitled DIFFERING SITE CONDITIONS (FAR 52.236-2). The Contractor is forewarned that Post-Katrina conditions may be such that signs and markers that once clearly marked pipelines, structures, and utilities may no longer be in place. The Contractor shall use caution in all areas of work and is responsible for any damages incurred to either marked or unmarked pipelines, structures, or utilities if determined by the Contracting Officer to have been caused by improper actions of the Contractor.

c. Existing Obstructions. The Contractor shall exercise caution when working in the vicinity of structures, pile dikes and utilities adjacent to the channel and pipeline crossings in the channel, or parallel to the channel. Repair of any damage resulting from excessive or improper excavation of the flotation channel shall be the responsibility of the Contractor. Mooring vessels to pile dikes, navigation lights, or other federally owned structures is a violation of the River and Harbor Act of 1899 (33 USC 408). Violations may subject the owner(s) of illegally moored vessel(s) to a fine over and above the cost of any damage(s) caused by the illegal mooring(s). It will be the responsibility of the Contractor to establish the pipeline location vertically and horizontally. See paragraph UTILITIES AND IMPROVEMENTS for details when working in the vicinity of existing utilities.

d. Pipelines Paralleling The Channel. The Contractor should be aware that additional pipelines and/or utilities exist along the banks of Southwest Pass, paralleling the navigation channel. Extreme caution shall be taken if repair work should require traversing any pipeline corridor to perform repairs and is only allowed under the approval of the Contracting Officer. Utilities may reside along the banks of the Southwest Pass channel.

e. Unidentified Submerged Hazards. The attention of the Contractor is called to the possibility of the existence of unknown submerged hazards, and is forewarned of the possibility of their existence to prevent damage to equipment, plant, and property. It is the responsibility of the Contractor to determine that the approaches required to conduct repair work are free of submerged hazards that could possibly cause damage to equipment, plant, and property.

12. ACCEPTANCE

When the Contractor has satisfactorily completed all work directed at a jobsite and has satisfied all contract provisions applicable to that jobsite, his liability, with respect thereto, for damages or destruction not included by faulty construction will terminate.

13. WEEKENDS, HOLIDAYS, AND NIGHTS

When the Contractor elects to work on weekends, holidays and nights, notice shall be given to the Contracting Officer, in writing, sufficiently in advance of commencement of such operations to permit suitable arrangements for inspection to be made.

Adequate lighting for safe operations and thorough inspection of night operations shall be provided by the Contractor at his own expense.

14. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

(a) This clause does not apply to terminations.

(b) Allowable costs 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 Engineering Pamphlet (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 simplified acquisition threshold (SAT), the Contracting

Officer will request the Contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate.

NOTE1: Costs for repairs or overhauling are not allowed.

NOTE 2: A copy of the "EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE" for Region III can be obtained from the following website: [http://www.publications.usace.army.mil/Portals/76/Users/182/86/2486/EP 1110-1-8 Vo3 .pdf?ver=Qwvxzp4tewv_5AXblbuNTQ%3d%3d](http://www.publications.usace.army.mil/Portals/76/Users/182/86/2486/EP_1110-1-8_Vo3.pdf?ver=Qwvxzp4tewv_5AXblbuNTQ%3d%3d) .

15. STONE SOURCES

- a. On the basis of information and data available to the Contracting Officer, stone meeting the quality requirements of these contract specifications has been produced from the Stone Sources attached at the end of this section.
- b. Stone may be furnished from any of the listed sources, or at the option of the Contractor may be furnished from any other source designated by the Contractor and accepted by the Contracting Officer, subject to the conditions hereinafter stated.
- c. The Contractor shall determine that the stone source or combination of sources selected is capable of supplying the quantities and gradation needed and at the rate needed to maintain the scheduled progress of the work.
- d. After the award of the contract, the Contractor shall designate in writing only one (1) source or one (1) combination of sources from which the Contractor proposes to furnish stone. If the Contractor proposes to furnish stone from a source not listed on the attached Stone Sources, the Contractor may designate only a single additional source for stone. Samples for acceptance testing shall be provided as required by Section 35 31 19.01 12 STONE PLACEMENT. If a source for stone so designated by the Contractor is not accepted for use by the Contracting Officer, the Contractor may not propose other sources but shall furnish the stone from a source listed on the attached Stone Sources at no additional cost to the Government.
- e. The listings of the names of the stone suppliers do not constitute an endorsement of such companies. Acceptance of a source of stone is not to be construed as acceptance of all material from the 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. Materials produced from a listed or unlisted source shall meet all requirements of Section 35 31 19.01 12 STONE PLACEMENT.

16. RADIO AND TELEPHONE COMMUNICATIONS

The Contractor shall furnish and maintain the following telephone and radio equipment throughout the period of the contract. Final approval of the plant will not be made until this equipment is installed and in good working order:

- a. One mounted antenna, center transmit frequency, 163.2500 MHz. Note: Standard VHF bridge-to-bridge antennas for 156-163 MHz are not acceptable.
- b. The Contractor shall provide cellular phone service for use by Government Inspectors. The phone shall be available 24 hours a day seven (7) days a week for official Government business. One (1) cellular phone shall be provided on each work unit employed by the Contractor and Subcontractors. Source and type of the cellular phone service shall be subject to the approval of the Contacting Officer.
- c. No separate measurement or payment will be made for furnishing and maintaining radio and cellular telephone equipment as specified herein. All costs shall be distributed throughout the existing bid items.

17. SIGNAL LIGHTS

The Contractor shall display signal lights and conduct operations in accordance with the U. S. Coast Guard's regulations governing lights and day signals to be displayed, as set forth in Commandant, U. S. Coast Guard Instruction M16672.2, Navigation Rules, International - Inland (COMDTINST M16672); 33 CFR 81, Appendix A (International); and 33 CFR 84 through 33 CFR 90 (Inland) as applicable.

18. NOTIFICATION OF AREA ENGINEER BEFORE BEGINNING WORK

At least five (5) days before beginning work on a Task Order, the Contractor shall notify the Area Engineer at the following address:

US Army Corps of Engineers
Lafayette Area Office, CEMVN-CDL
646 Cajundome Blvd., Suite 301
Lafayette, LA 70506
Phone: 337-291-3030

19. COMPLIANCE SURVEYS

Prior to any construction or rehabilitation of foreshore dikes and/or jetties, the Contractor shall locate the baseline stations specified in the before-construction drawings, jobsite specifications, and/or as directed in the field by the Contracting Officer. Surveys shall be obtained by conventional means. All measurements for producing the as-built drawings for foreshore dikes and/or jetties must be taken along

the Government provided baseline. All compliance surveys shall be performed by a qualified survey personnel in the presence of a Contracting Officer's Representative. The surveys shall not be edited and/or manipulated in any way. The Contractor shall layout the work and take the following surveys of placed stone for compliance with the grades, limits and tolerances specified in the before-construction drawings, jobsite specifications, and/or as directed in the field by the Contracting Officer. Compliance surveys shall be started 10 days after the completion of a unique work location identified by a Task Order. No separate measurement and payment will be made for compliance surveys. Payment shall be included in the contract unit prices to which the work is incidental.

a. Profiles along the centerline of the foreshore dike and/or jetty extending 50 feet beyond the upstream and downstream reaches of the work. The profiles shall be taken prior to flotation channel excavation and stone placement, and again upon completion of stone placement. Profile elevations shall be taken every 20 feet. Plotted profiles shall be made available to the Government at least four (4) days prior to flotation channel excavation.

b. Cross sections perpendicular to the profile extending 50 feet on each side of the centerline. Cross sections shall be taken prior to flotation channel excavation and stone placement, and again upon completion of stone placement. Cross sections shall be taken every 200 feet along the alignment within each reach of work. A minimum of two (2) sections shall be taken within each repair reach. Plotted cross sections shall be made available to the Government at least 14 days prior to flotation channel excavation. Elevations shall be recorded every 10 feet for all cross sections, except that elevations shall be recorded every five (5) feet over the stone sections and for every break in slope. Duplicated field books shall be used to record all surveys. From the information in the field books, the Contractor shall plot the cross sections and profiles on a scale agreeable to both the Contractor and the Contracting Officer's Representative. If a total station instrument is used to perform the survey, the Contractor shall submit a copy of the survey data on magnetic media, a print out of the survey data and computer-plotted profiles and cross sections from the original data. Plotted cross sections and profiles plus duplicate notes shall be kept at the jobsite at all times and made available to the Government. The Contractor shall furnish to the Contracting Officer's Representative the completed original field books and final-plotted cross sections and profiles as each item of work is completed.

20. LAYOUT OF WORK

a. The Government will provide layout information with each Task Order issued for the work to be accomplished in each Task Order.

b. From the information provided, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the

specifications and the contract drawings as well as jobsite specifications and before-construction drawings, subject to such modifications as the Contracting Officer may require to meet changed conditions or as a result of necessary modifications to the contract work.

c. The Contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and materials, and all labor as may be required in laying out any part of the work from the baselines and benchmarks established by the Government. It shall be the responsibility of the Contractor to maintain and preserve all stakes and marks established by the Contracting Officer until authorized to remove them, and if such marks are destroyed, by the Contractor or through his negligence, prior to their authorized removal, they may be replaced by the Contracting Officer, at his discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor. The Contracting Officer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of the work.

21. NAVIGATION BULLETINS

The Contractor shall provide all pertinent information to the Contracting Officer's Representative for a navigation bulletin to be issued to the Coast Guard and mariners. This information shall include, but not be limited to, the location, start date, duration, work schedule, plant, vessels, and VHF channels.

22. SECURITY REQUIREMENTS

a. Suspicious Activity Reporting Training (e.g. iWATCH, CorpsWatch, or See Something, Say Something). The Contractor will not have access to the CORPS network. This is an unclassified contract and the Contractor will not have access to critical information. The Contractor and all associated sub-contractors shall receive locally developed training provided by the New Orleans District Security Office on the Local Suspicious Activity Reporting Program. This training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity relating to the project manager, security representative or law enforcement entity. The Contractor shall provide local background checks to New Orleans District Security Office before performing work. Point of contact is Rhonda Brown, 251.694.4436. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance. The results of this training shall be reported to the COR within 5 calendar days after the completion of the training.

b. Pre-Screen Candidates Using E-Verify Program. The Contractor shall pre-screen Candidates using the E-verify Program (<https://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Contractor shall 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 shall be provided to the COR no later than 3 business days after the initial contract award. When contracts are with individuals, the individuals shall complete a Form I-9, Employment Eligibility Verification, with the designated Government representative. The completed Form I-9 shall be provided to the Contracting Officer and shall become part of the official contract file.

ACCIDENT PREVENTION PLAN
FUEL OIL TRANSFER -- FLOATING PLANT
 U.S. Army Engineer District, New Orleans
 EM 385-1-1, Section 19.A.06

1) Contractor		2) Contract Name & Number		3) Date		
4) Officer in Charge of Fuel Transfer		4a) Name of Vessel		4b) Fuel to be Transferred		
5) Name of Vessel		5a) Names of Qualified Tankermen		5b) Type of Certification and expiration date		
6) Name of Vessel	6a) Type of fill nozzle or connection on Vessel	6b) Location of fill pipes openings	6c) Location of vents openings			
7) Type, number, and size of fire fighting equipment to be available during fuel transfer operations.						
8) Sequential steps to be followed when taking on fuel.						
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 20%; border-top: 1px solid black; text-align: center;">Contractor's Signature</div> <div style="width: 20%; border-top: 1px solid black; text-align: center;">Date</div> <div style="width: 20%; border-top: 1px solid black; text-align: center;">C.O. or C.O.R. Signature</div> <div style="width: 20%; border-top: 1px solid black; text-align: center;">Date</div> </div>						

Activity Hazard Analysis (AHA)

Activity/Work Task:		Overall Risk Assessment Code (RAC) (Use highest code)					
Project Location:		Risk Assessment Code (RAC) Matrix					
Contract Number:		Severity	Probability				
Date Prepared:			Frequent	Likely	Occasional	Seldom	Unlikely
Prepared by (Name/Title):		Catastrophic	E	E	H	H	M
		Critical	E	H	H	M	L
Reviewed by (Name/Title):		Marginal	H	M	M	L	L
		Negligible	M	L	L	L	L
Notes: (Field Notes, Review Comments, etc.)		Step 1: Review each "Hazard" with identified safety "Controls" and determine RAC (See above)					
		"Probability" is the likelihood to cause an incident, near miss, or accident and identified as: Frequent, Likely, Occasional, Seldom or Unlikely.				RAC Chart E = Extremely High Risk H = High Risk M = Moderate Risk L = Low Risk	
		"Severity" is the outcome/degree if an incident, near miss, or accident did occur and identified as: Catastrophic, Critical, Marginal, or Negligible					
		Step 2: Identify the RAC (Probability/Severity) as E, H, M, or L for each "Hazard" on AHA. Annotate the overall highest RAC at the top of AHA.					
Job Steps		Hazards		Controls		RAC	
Equipment to be Used		Training Requirements/Competent or Qualified Personnel name(s)		Inspection Requirements			

CATEGORY I – ACCEPTABLE SOURCES

August 2022

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 (Tested)	Quarry Location, Address and Telephone Number	Main Office Address and Telephone Number
<u>ALABAMA</u>		
34° 26' 52"N 86° 15' 33"W Updated 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. TEL:256.582.2130	Madison Materials 692 Convict Camp Rd Guntersville, AL 35976 POC: Joe McConnell TEL: 256.298.3918 joemcconnell@madisonmaterial.com
34° 11' 35"N 86° 29' 21"W Updated 2021	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. TEL: 205.429.3807	Madison Materials 2335 Hinds Rd. Blountsville, AL 35031 POC: Joe McConnell TEL: 256.298.3918 joemcconnell@madisonmaterial.com

CATEGORY I – ACCEPTABLE SOURCES

Lat/Long (Tested)	Quarry Location, Address and Telephone Number	Main Office Address and Telephone Number
<p>33° 18' 17"N 86° 59' 23"W</p> <p>Updated 2021</p>	<p>Flat Top Quarry – from the intersection of interstate I-22W and US Hwy 78, near Graysville, AL, take exit 85 toward Birmingham and travel south 0.53 miles on US Hwy 78. Turn right onto first exit ramp (2nd Ave. NW). Travel 0.4 miles on 2nd Ave NW and merge onto Flat Top Road. Travel north on Flat Top Road 0.85 miles to quarry entrance on left.</p> <p>TEL:256.673.6360</p>	<p>Madison Materials 2335 Hinds Rd. Blountville, AL 35031</p> <p>POC: Tom Bass TEL: 256.582.2656 tombass@whitaker-contracting.com</p>
<p>34° 33' 29.89"N 86° 34' 31.37"W</p> <p>Updated 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 149 Parks Chapel Rd. Lacey Spring, AL 35754</p>	<p>Rogers Group Inc. Corporate Headquarters 421 Great Circle Rd. Nashville, TN 37228 615.242.0585</p> <p>Rogers Group Inc. Administrative Office 520 Three Mile Lane Tuscumbia, AL 35674 256.383.1645</p> <p>POC: Mr. Michael Wilkes - Quarry Manager</p>
<p>34° 39' 51.82"N 87° 37' 31.33"W</p> <p>Updated 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&T.</p> <p>Tuscumbia Quarry 520 Three Mile Lane Tuscumbia, AL 35674</p>	<p>Roger Group Inc. Corporate Headquarters 421 Great Circle Rd. Nashville, TN 37228 615.242.0585</p> <p>Roger Group Inc. Administrative Office 520 Three Mile Lane Tuscumbia, AL 35674 256.383.1645</p> <p>POC: Mr. Michael Wilkes - Quarry Manager</p>

CATEGORY I – ACCEPTABLE SOURCES

Lat/Long (Tested)	Quarry Location, Address and Telephone Number	Main Office Address and Telephone Number
34° 43' 33.46"N 87° 48' 28.66"W 2020 Data update submitted	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 Vulcan Materials, Pride Quarry P.O. 740250 18055 Hwy 72 Tuscumbia, AL 35674 205.310.6853-cell	Vulcan Materials Co. Southern and GLF CST DVSN P.O. Box 385016 Birmingham, AL 35238-5016 Tim Wyatt – Area Manager wyattt@vmcmail.com 205.668.6001-office 205.310.6853-cell
34° 44' 40" N 87° 56' 0"W 2020	Cherokee Quarry- 3 miles east of Cherokee, AL on old Hwy 72. Vulcan Materials Co., Cherokee Quarry P.O. Box 459 Cherokee, AL 35616 POC: Tim Wyatt 205.310.6853 wyattt@vmcmail.com	Vulcan Materials Co. Southern and GLF CST DVSN P.O. Box 385016 Birmingham, AL 35238-5016 POC: Tim Wyatt 205.310.6853 wyattt@vmcmail.com
33° 07.34532', - 86° 46.95146' 2021	Calera Quarry - Calera Alabama Tim Wyatt P.O. Box 996 Calera, AL. 35040 wyattt@vmcmail.com ph#205-310-6853	Vulcan Materials Co. Southern and GLF CST DVSN P.O. Box 385016 Birmingham, AL 35238-5016 POC: Tim Wyatt 205.310.6853 wyattt@vmcmail.com
<u>ARKANSAS</u>		
36° 05' 18.33"N 91° 06' 35.34"W Updated Jan 2018	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. Powhatan Quarry Div. Capital Quarries Co. Inc, 4549 Hwy 25 Powhatan AR 72458	Capital Quarries Co. Inc, PO Box 105050 Jefferson City, Mo 65110 Chris W. Pitts Phone (870) 248-1212 Fax (870) 248-0532 Cell (573) 694-0797

CATEGORY I – ACCEPTABLE SOURCES

Lat/Long (Tested)	Quarry Location, Address and Telephone Number	Main Office Address and Telephone Number
<p>36° 17' 51.468"N 90° 58' 55.70"W</p> <p>Updated 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, 632 Johnson Church Rd Pocahontas AR 72455</p>	<p>Capital Quarries Co. Inc, PO Box 105050 Jefferson City, Mo 65110</p> <p>Chris W. Pitts Phone (870) 248-1212 Fax (870) 248-0532 Cell (573) 694-0797</p>
<p>34° 40' 38"N 92° 15' 38"W</p> <p>Updated (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 P.O. Box 138 Sweet Home, AR 72164 (501) 490-1535</p>	<p>McGeorge Corporation P.O. Box 408 1425 Shamburger Lane Sweet Home, AR 72164 (501) 490-1456</p>
<p>34° 40' 38" N 92° 15' 38"W</p> <p>Updated (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 P.O. Box 138 Sweet Home, AR 72164 (501) 490-1535</p>	<p>McGeorge Corporation P.O. Box 408 1425 Shamburger Lane Sweet Home, AR 72164 (501) 490-1456</p>
<p>34° 34' 48"N 92° 27' 59"W</p> <p>Updated (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 P.O. Box 886 Bryant, AR 72089</p>	<p>McGeorge Corporation P.O. Box 408 1425 Shamburger Lane Sweet Home, AR 72164 (501) 490-1456</p>

CATEGORY I – ACCEPTABLE SOURCES

Lat/Long (Tested)	Quarry Location, Address and Telephone Number	Main Office Address and Telephone Number
34° 8'46.58"N, 93°15'34.80"W (Sep 2019)	Hollywood Quarry located off Highway 53, 3 miles north of Hollywood, Arkansas, AR in Ouachita Mountain Range.	McGeorge Contracting Co. Inc. P.O Box 408 1425 Shamburger Lane Sweet Home AR 72164 Pine Bluff, Arkansas POC: Anthony Jones anthony.jones@mcgeorgecontracting.com office: 501.490.6079 Cell: 501.353.4515
<u>GEORGIA</u>		
32°36' 5.5"N 84° 56' 54.7"W Added 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. 3001 Smith Rd. Fortson, Georgia 31808 POC: Dan Johnson	The Concrete Company Columbus Quarry 1030 1 st Ave. Columbus, GA 31901 (706) 569-4446 POC: Dan Johnson
<u>ILLINOIS</u>		
37° 28' 59.07"N 88° 58' 2.99"W December 2018	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. Top Ledge Delta Companies, Inc. SILS. 4800 State Route 37 N Goreville, IL 62939-3003 (618) 995-2392	Delta Companies, Inc www.deltacos.com (573) 785-2757 POC: Mike Martin

CATEGORY I – ACCEPTABLE SOURCES

Lat/Long (Tested)	Quarry Location, Address and Telephone Number	Main Office Address and Telephone Number
37 ° 28'50.95 N, 88 ° 07'18.79 W and 37 ° 28'51.05 N, 88 ° 07'15.51 W Updated 2022	Cave-In-Rock Quarry is located in Hardin County, Illinois. To access the quarry, take Illinois Route 1 South into Cave-in-Rock. Take a left to go east on golf course road for approximately 1.3 miles. Turn left onto East Fords Ferry Drive and go 1.4 miles. Turn right and you will have reached the entrance to the Cave-in-Rock Quarry. Continue 0.3 miles on the gravel road and you will reach the office . The quarry is located in the Northeast corner of the 7.5 Minute Cave-in-Rock Quadrangle. Downey's Bluff Ledge	Lafarge Holcim Attn: Jodie Shepperd 1-jodi.shepperdA@lafargeholcim.com 1-ernest.walder@lafargeholcim.com 830 Three Rivers Quarry Smithland, KY 42081 jodi.shepperd@holcim.com
37 ° 28'46.26 N, 88 ° 07' 09.30 W and 37 ° 28'54.20 N, 88 ° 07'13.38 W	Cave-In-Rock Quarry is located in Hardin County, Illinois. To access the quarry, take Illinois Route 1 South into Cave-in-Rock. Take a left to go east on golf course road for approximately 1.3 miles. Turn left onto East Fords Ferry Drive and go 1.4 miles. Turn right and you will have reached the entrance to the Cave-in-Rock Quarry. Continue 0.3 miles on the gravel road and you will reach the office . The quarry is located in the Northeast corner of the 7.5 Minute Cave-in-Rock Quadrangle. Genevieve's Ledge	Lafarge Holcim Attn: Jodie Shepperd 1-jodi.shepperdA@lafargeholcim.com 1-ernest.walder@lafargeholcim.com 830 Three Rivers Quarry Smithland, KY 42081 jodi.shepperd@holcim.com
37° 28' 47.72" N 88° 7' 32.89" W Updated (2021)	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. 10 Dravo Drive Cave-in-Rock, Illinois, 62919 (618) 289-3404	Lafarge Holcim One Deerfield Center 13560 Morris Road, Suite 3350 Alpharetta, GA 30004 TEL: 678.867.1309 Ken Coats 205.492.7934

CATEGORY I – ACCEPTABLE SOURCES

Lat/Long (Tested)	Quarry Location, Address and Telephone Number	Main Office Address and Telephone Number
<p>37° 19' 07.42"N 89° 01' 12.36"W</p> <p>Updated (Sep 2019)</p>	<p>Shawnee Stone, LLC- Cypress Plant 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 Ledge 20 Ledge 70</p> <p>NOTE: 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. 202 West Main Street Salem, IL 62881 Tel. No. 618.548.1585 www.shakespeare-oil.com</p>
<u>KENTUCKY</u>		
<p>37° 11' 30.62"N 88° 13' 32.64"W & 37° 11' 39.58"N 88° 13' 26.63"W</p> <p>Updated June (2021)</p>	<p>Slats Lucas Quarry - is located in Livingston County, KY, From Paducah, KY take US Hwy 60N through Smithland, KY to Salem, KY. Turn South on KY Hwy 723 for 5.4 mi to Pinkneyville, KY and turn left onto Lee Rd Quarry.</p> <p>Bench D, Ledge 10 Bench D, Ledge 7</p> <p>712 Lee Road Pinkneyville, KY Mr. Daniel Adams Quarry Manager Mr. Colby Croft Assurance Technician (270)988.2647</p>	<p>Warren Paving Co. 562 Elks Lake Road P.O. Box 572 Hattiesburg, MS 39403 Chris Noble 601.544.7811 (228) 697-9005</p>

CATEGORY I – ACCEPTABLE SOURCES

Lat/Long (Tested)	Quarry Location, Address and Telephone Number	Main Office Address and Telephone Number
MISSOURI		
37° 25' 25.15"N 89° 38' 7.83"W Added Aug 2018	Heartland Materials 1965 County Rd. 601 Jackson, MO 63755 Phone: 573.243.0063	Delta Companies – Corporate office 114 S. Silver Springs Rd. Cape Girardeau, MO 63701 573.334.5261 www.deltacos.com
39° 04' 06.15"N 90° 44' 42.44"W Updated (2020)	Foley Quarry is located approximately 1.4miles north of Foley, Missouri on the west side of Old State route 79 (presently known as Lincoln County Road 925). POC: Jake Fortner 636.266.8714 jfortner@magrudercompanies.com Ledge 1 and Ledge 2	Magruder Limestone Co., Inc 255 Watson Rd. Troy, MO 63379 POC: Harold Bono Harold_bono@magrudercompanies.com
37° 26' 04.17"N 89° 38' 02.39"W Added May 2018	Fruitland Quarry – Cape Girardeau County, Missouri, On I-55 starting from Cape Girardeau go North to Mile Marker 105. Get off of I-55 at the 105/Fruitland exit and turn right on Hwy 61. Go northeast on Hwy 61 towards Fruitland for ¼ mile. The quarry is on the right between Rhodes 101 Convenience Store and Purcell Tire. POC: Kerry Bauman Quarry Manager Tel (cell): 573.880.0885 kerry@baserockminerals.com	Base Rock Minerals (New owner) 5154 US Highway 61 Jackson, MO 63755 POC: Dwayne Holst Aggregates Sales Tel (cell): 573.579.1074 dwayneh@baserockminerals.com

CATEGORY I – ACCEPTABLE SOURCES

Lat/Long (Tested)	Quarry Location, Address and Telephone Number	Main Office Address and Telephone Number
<p>37° 54' 05.76"N 90° 31' 29.38"W</p> <p>Added May 2018</p>	<p>Bonne Terre Quarry – St. Francois Country, MO Starting in Farmington MO at the intersection of Hwy 67 and Hwy 32. Take Hwy 67 north about 8.0 miles to Desloge. Take the Desloge exit onto Bus 67/North Desloge Rd. Go about ¼ mile to first stop light and turn north onto State Drive/Votech Rd. The quarry entrance is on the west side of Votech Rd. just past the cemetery.</p> <p>POC: Kerry Bauman Quarry Manager Tel (cell): 573.880.0885 kerry@baserockminerals.com</p>	<p>Base Rock Minerals (New owner) 6801 Votech Road Bonne Terre, Mo 63628 POC: Dwayne Holst Aggregates Sales Tel (cell): 573.579.1074 dwayneh@baserockminerals.com</p>
<p>37° 15' 57.96"N 89° 33' 24.00"W</p> <p>Updated December (2018)</p>	<p>Cape Girardeau Quarry – is located on the Northeast corner of MO-72 and South Sprigg St. East of I-55, exit no. 93.</p> <p><u>LEDGE 3-4 ONLY</u></p> <p>Southeast Missouri Stone Co. 3155 Sprigg St. Cape Girardeau, MO 63702 (573) 986-9516</p>	<p>Delta Companies, Inc. - Corporate Office 114 S Silver Springs Rd Cape Girardeau, MO 63701 Phone: 573-334-5261 Fax: 573-986-9511</p>
<p>Stockpile 37.047439; -90.308292</p> <p>Updated December (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) Shook, MO</p>	<p>Delta Companies, Inc. - Corporate Office 114 S Silver Springs Rd Cape Girardeau, MO 63701 Phone: 573-334-5261 Fax: 573-986-9511</p>

CATEGORY I – ACCEPTABLE SOURCES

Lat/Long (Tested)	Quarry Location, Address and Telephone Number	Main Office Address and Telephone Number
Top Ledge 36898187 -90.480115 Middle Ledge 36.895213 -90.475573 December (2018)	Williamsville Stone Co. Quarry, State Highway 67N, Poplar Bluff, MO 63901 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. POC: Mike Martin ACCEPTABLE : TOP AND MIDDLE LEDGE (573) 785-2757	Delta Companies, Inc. - Corporate Office 114 S Silver Springs Rd Cape Girardeau, MO 63701 Phone: 573-334-5261 Fax: 573-986-9511
37° 14' 40.02"N 90° 27' 17.04"W Updated Jan 2018	Lodi Quarry - From Cape Girardeau, MO take MO Highway 34 west to junction with the U.S. Highway 67 and turn north onto U.S. 67 and go approx. 5 miles and the quarry will be on the right. POC: J.W. Strack –owner Charles McCutcheon office manager	Strack Stone Lodi, LLC. HC1 Box 1169 Silva, MO 63964 O:(573)-224-3621 F:(573)-224-3123 Owner: JW Strack -573.270.2024 e-mail: strackstone@gmail.com
37.853634o N 89.990964 o W Added 2020	FISCHER QUARRY AND HAULING 25501 STATE ROUTE Z ST. MARY, MISSOURI (573) 543-5366	
<u>OHIO</u>		
<u>HONDURAS, CENTRAL AMERICA</u>		
<u>MEXICO, STATE OF VERACRUZ</u>		
19.524296 N, 96.426432 W Added September 2019	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.	Wayne LeBaron, Alamo Construction 15088 Rufus White Road, Prairieville, LA 70769 Telephone 225.362.8997 wlebaron83@gmail.com

Below are two samples of the construction project identification sign showing how this panel is adaptable for use to identify either military (top), or civil works projects (bottom). The graphic format for this 4' x 6' sign panel follows the legend guidelines and layout as specified below. The large

4' x 4' section of the panel on the right is to be white with black legend. The 2' x 4' section of the sign on the left with the full Corps signature (reverse version) is to be screen printed Communications Red on the white background.

This sign is to be placed with the Safety Performance Sign shown on the following

page. Mounting and fabrication details are provided on page 16.4.

Special applications or situations not covered in these guidelines should be referred to the District/Division sign coordinator.

Legend Group 1: One- to two-line description of Corps relationship to project.
Color: White
Typeface: 1.25" Helvetica Regular
Maximum line length: 19"

Legend Group 2: Division or District Name (optional). Placed below 10.5" Reverse Signature (6" Castle).
Color: White
Typeface: 1.25" Helvetica Regular

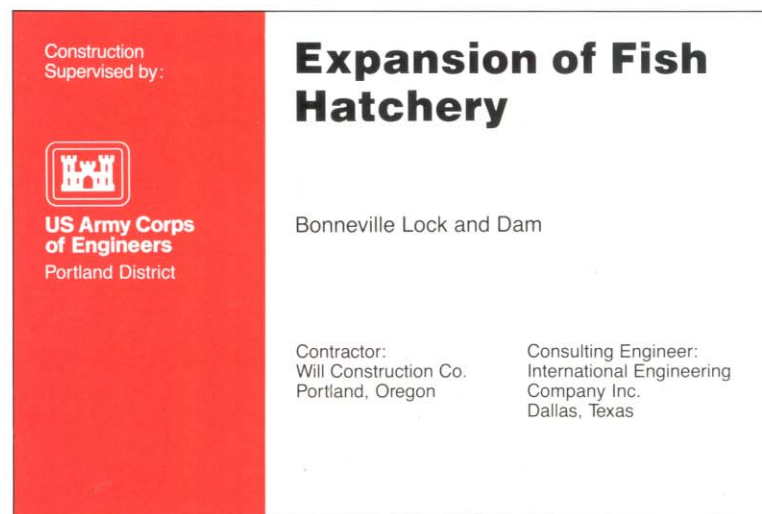
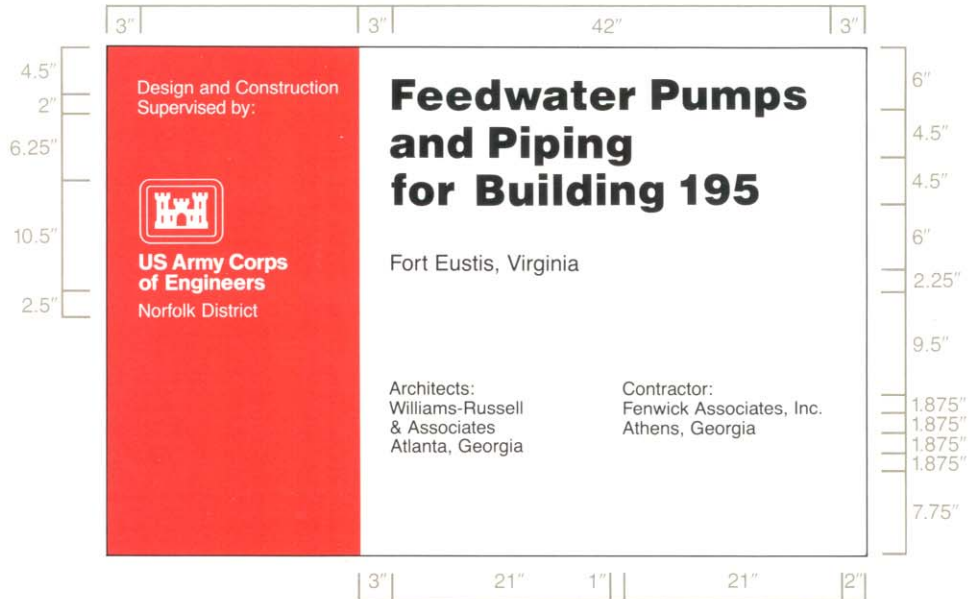
Legend Group 3: One- to three-line project title legend describes the work being done under this contract.
Color: Black
Typeface: 3" Helvetica Bold
Maximum line length: 42"

Legend Group 4: One- to two-line identification of project or facility (civil works) or name of sponsoring department (military).
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

Cross-align the first line of Legend Group 4 with the first line of the Corps Signature (US Army Corps) as shown.

Legend Groups 5a-b: One- to five-line identification of prime contractors including: type (architect, general contractor, etc.), corporate or firm name, city, state. Use of Legend Group 5 is optional.
Color: Black
Typeface: 1.25" Helvetica Regular
Maximum line length: 21"

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards as specified in Appendix D.



Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-01	various	4' x 6"	4' x 4"	HDO-3	48"	WH-RD/BK

Each contractor's safety record is to be posted on Corps managed or supervised construction projects and mounted with the construction project identification sign specified on page 16.2.

The graphic format, color, size and typefaces used on the sign are to be reproduced exactly as specified below. The title

with First Aid logo in the top section of the sign, and the performance record captions are standard for all signs of this type. Legend Groups 2 and 3 below identify the project and the contractor and are to be placed on the sign as shown.

Safety record numbers are mounted on individual metal plates and are screw-mounted to the background to allow for

daily revisions to posted safety performance record.

Special applications or situations not covered in these guidelines should be referred to the District/Division sign coordinator.

Legend Group 1: Standard two-line title "Safety is a Job Requirement", with (8" od.) Safety Green First Aid logo. Color: To match PMS 347 Typeface: 3" Helvetica Bold Color: Black

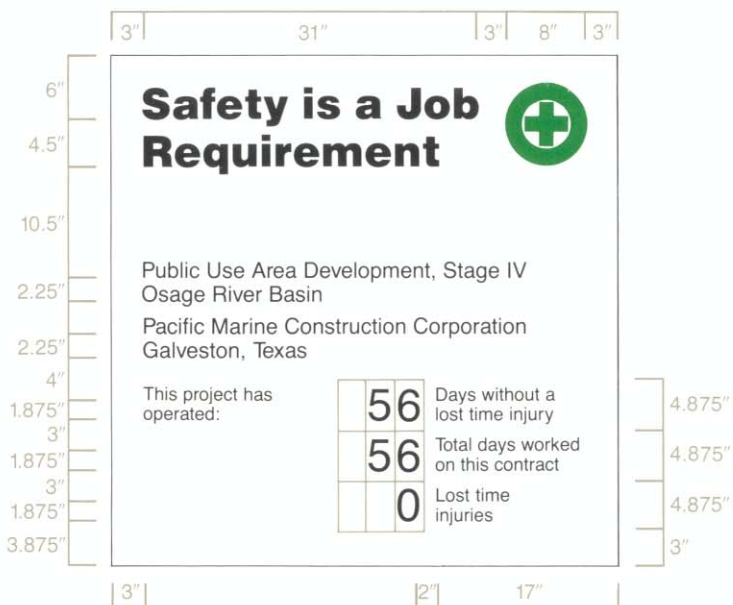
Legend Group 2: One- to two-line project title legend describes the work being done under this contract and name of host project. Color: Black Typeface: 1.5" Helvetica Regular Maximum line length: 42"

Legend Group 3: One- to two-line identification: name of prime contractor and city, state address. Color: Black Typeface: 1.5" Helvetica Regular Maximum line length: 42"

Legend Group 4: Standard safety record captions as shown. Color: Black Typeface: 1.25" Helvetica Regular

Replaceable numbers are to be mounted on white .060 aluminum plates and screw-mounted to background. Color: Black Typeface: 3" Helvetica Regular Plate size: 2.5" x .5"

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards as specified in Appendix D.



Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-02	various	4" x 4"	4" x 4"	HDO-3	48"	WH/BK-GR



All Construction Project Identification signs and Safety Performance signs are to be fabricated and installed as described below. The signs are to be erected at a location designated by the contracting officer and shall conform to the size, format, and typographic standards shown on

pages 16.2-3. Detailed specifications for HDO plywood panel preparation are provided in Appendix B.

Shown below the mounting diagram is a panel layout grid with spaces provided for project information. Photocopy this page and use as a worksheet when preparing sign legend orders.

For additional information on the proper method to prepare sign panel graphics, contact the District sign coordinator.

The sign panels are to be fabricated from .75" High Density Overlay Plywood. Panel preparation to follow HDO specifications provided in Appendix B.

Sign graphics to be prepared on a white non-reflective vinyl film with positionable adhesive backing.

All graphics except for the Communications Red background with Corps signature on the project sign are to be die-cut or computer-cut non-reflective vinyl, pre-spaced legends prepared in the sizes and typefaces specified and applied to the background panel following the graphic formats shown on pages 16.2-3.

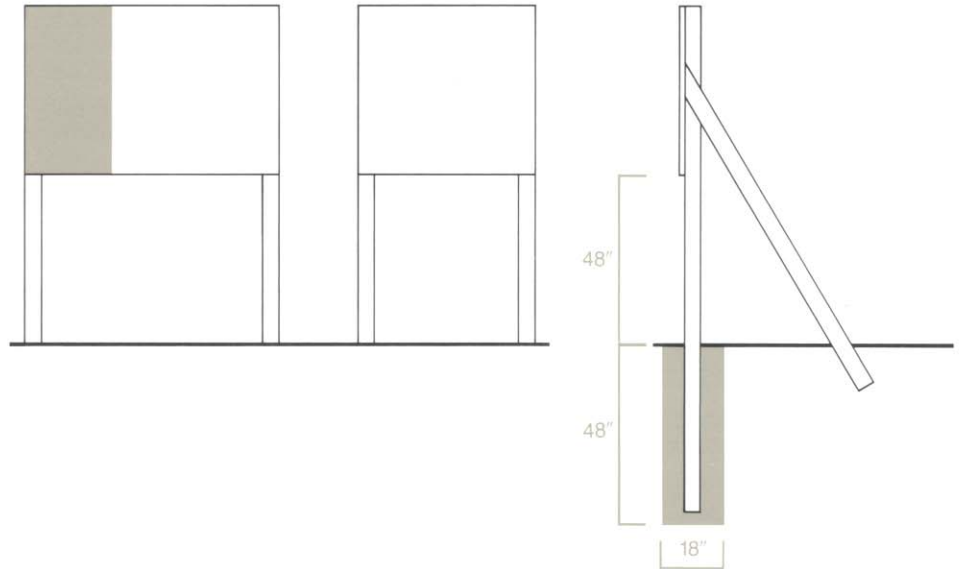
The 2' x 4' Communications Red panel (to match PMS-032) with full Corps signature (reverse version) is to be screen printed on the white background. Identification of the District or Division may be applied under the signature with white cut vinyl letters prepared to Corps standards. Large scale reproduction artwork for the signature is provided on page 4.8 (photographically enlarge from 6.875" to 10.5").

Drill and insert six (6) .375" T-nuts from the front face of the HDO sign panel. Position holes as shown. Flange of T-nut to be flush with sign face.

Apply graphic panel to prepared HDO plywood panel following manufacturers' instructions.

Sign uprights to be structural grade 4" x 4" treated Douglas Fir or Southern Yellow Pine, No.1 or better. Post to be 12' long. Drill six (6) .375" mounting holes in uprights to align with T-nuts in sign panel. Countersink (.5") back of hole to accept socket head cap screw (4" x .375").

Assemble sign panel and uprights. Imbed assembled sign panel and uprights in 4' hole. Local soil conditions and/or wind loading may require bolting additional 2" x 4" struts on inside face of uprights to reinforce installation as shown.



Construction Project Sign Legend Group 1: Corps Relationship

1. _____
2. _____

Legend Group 2: Division/District Name

1. _____
2. _____

Legend Group 3: Project Title

1. _____
2. _____
3. _____

Legend Group 4: Facility Name

1. _____
2. _____

Legend Group 5a: Contractor/A&E

1. _____
2. _____
3. _____
4. _____
5. _____

Legend Group 5b: Contractor/A&E

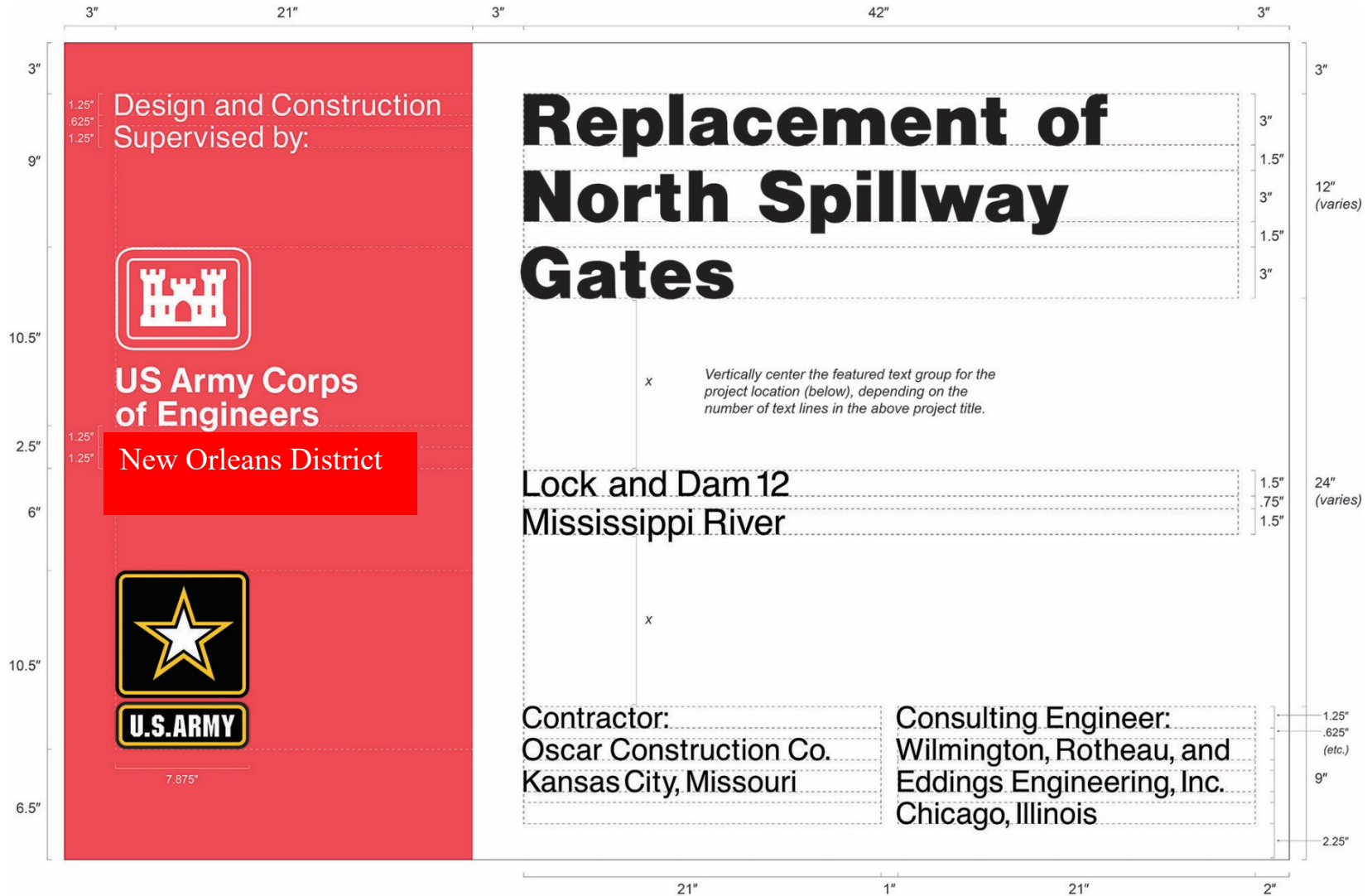
1. _____
2. _____
3. _____
4. _____
5. _____


Safety Performance Sign Legend Group 1: Project Title

1. _____
2. _____

Legend Group 2: Contractor/A&E

1. _____
2. _____



	3"	31"	3"	8"	3"														
6"	<h1>Safety is a Job Requirement</h1>  <p>Gap Closures at Pump Station #3, Interim Protection Plan, Phase 1</p> <p>U.D.H. Builders, Inc. Baton Rouge, Louisiana</p> <p>This project started</p> <table border="1"> <tr> <td></td><td>3</td> <td></td><td>5</td> <td>0</td><td>4</td> </tr> </table> <p>Date since last Lost time accident</p> <table border="1"> <tr> <td></td><td></td> <td></td><td></td> <td></td><td></td> </tr> </table> <p>Total lost time injuries</p> <table border="1"> <tr> <td></td><td>0</td> </tr> </table>						3		5	0	4								0
						3		5	0	4									
						0													
4.5"																			
10.5"																			
2.25"																			
3"																			
2.25"	<p>Example</p>																		
3"																			
4.875"																			
4.875"																			
5"																			
	3"	21"	24"																

(NOT TO SCALE)

.75"	0	0	0
3"	5	0	4
.75"	0	0	0
	2.5"	1.25"	2.5"

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 33 00

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PART 2 PRODUCTS

PART 3 EXECUTION

-- End of Section Table of Contents --

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for submittal requirements as specified herein. Payment for the work covered under this section shall be distributed throughout the existing bid items. Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.2 DEFINITIONS

1.2.1 Submittal Descriptions (SD)

Submittals requirements are specified in the technical sections. Submittals are identified by SD numbers and titles as follows.

SD-01 Preconstruction Submittals

Certificates of insurance.

Surety bonds.

List of proposed subcontractors.

List of proposed products.

Construction Progress Schedule.

Submittal register.

Schedule of prices.

Health and safety plan.

Work plan.

Quality control plan.

Environmental protection plan.

Traffic Control Plan.

SD-02 Shop Drawings

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the Contractor for integrating the product or system into the project.

Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be coordinated.

SD-04 Samples

Fabricated or unfabricated physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged.

Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project.

Field samples and mock-ups constructed on the project site establish standards by which the ensuring work can be judged. Includes assemblies or portions of assemblies which are to be incorporated into the project and those which will be removed at conclusion of the work.

1.2.2 Approving Authority

Office or designated person authorized to approve submittal.

1.2.3 Work

As used in this section, on-site and off-site construction required by contract documents, including labor necessary to produce submittals, construction, materials, products, equipment, and systems incorporated or to be incorporated in such construction.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. 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

Submittal Register; G

1.4 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.4.1 Government Approved

Governmental 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 Clause in Section 00700 CONTRACT CLAUSES, entitled SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FAR 52.236-21), they are considered to be "shop drawings." Any reference to Government approval by the Contracting Officer (CO) includes the approving authority of the CO, the Administrative Contracting Officer (ACO), or the Contracting Officer's Representative (COR).

1.4.2 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.

1.5 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.

1.6 DISAPPROVED SUBMITTALS

The Contractor shall respond to all concerns expressed by the Contracting Officer and promptly make any corrections necessary to address those concerns. The Contractor shall 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 Clause in Section 00700 CONTRACT CLAUSE, entitled CHANGES (FAR 52.243-4), shall be given promptly to the Contracting Officer.

1.7 GENERAL

The Contractor shall submit all items listed on the Submittal Register (ENG Form 4288) or specified in the other sections of these specifications. 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) representative and each item shall be stamped, signed, and dated by the CQC representative 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 Safety Data Sheets (SDS) and in compliance with existing laws and regulations.

1.8 SUBMITTAL REGISTER

At the end of this section is a submittal register showing items of equipment and materials for which submittals are required by the specifications; this submittal register may not be all inclusive and additional submittals may be required. The Contractor shall maintain a submittal register for the project in accordance with Section 01 45 00.15 10

RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM). The Government will provide the initial submittal register in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall track all submittals.

1.9 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.

1.10 TRANSMITTAL FORM (ENG FORM 4025)

The transmittal form (ENG Form 4025) 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. 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 contract specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item. In order to expedite review of submittals, an electronic copy of all submittals shall be sent to the Contracting Officer's Representative along with the hard copies. Each submittal shall be submitted in electronic form. Electronic files shall be .pdf, .dgn, .docx, or other format acceptable to the Contracting Officer's Representative.

1.11 SUBMITTAL PROCEDURES

Submittals shall be made as follows:

1.11.1 Procedures

Procedures for submittals will be stipulated by the Contracting Officer at the preconstruction conference.

1.11.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

1.12 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".

1.13 GOVERNMENT APPROVED SUBMITTALS

All submittals shall be received through RMS, including any attachments. Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. The Contractor shall provide at least one (1) hard copy to the Government Inspector of all submittals. This copy will be retained by the Contracting Officer. If the Contractor requires the return of any hard copies for their records, these copies shall be provided in addition to the one (1) Government copy at the time of submittal.

1.14 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. The Contractor shall also submit electronic copies (i.e., .pdf files) of all submittals to expedite the review and approval process.

1.15 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR	
(Firm Name)	
_____	Approved
_____ Approved with corrections as noted on submittal data and/or attached sheets(s).	
SIGNATURE: _____	
TITLE: _____	
DATE: _____	

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --

CONTRACT NO.

TITLE AND LOCATION

2023 Southwest Pass and South Pass Stone Repairs

CONTRACTOR

[illegible]

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.
Refer to attached sheet resubmission required. | FX -- Receipt acknowledged, does not comply
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.

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SECTION 01 42 00

SOURCES FOR REFERENCE PUBLICATIONS

PART 1 GENERAL

1.1 REFERENCES

1.2 ORDERING INFORMATION

-- End of Section Table of Contents --

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 B 564 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. Documents listed in the specifications with numbers which were not assigned by the standards producing organization should be ordered from the source by title rather than by number.

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
Internet: <http://www.astm.org>

LOUISIANA ADMINISTRATIVE CODE (LAC)
Office of State Register
P.O. Box 94095
Baton Rouge, LA 70804-9095
Ph: 225-342-5015
Internet:

U.S. ARMY CORPS OF ENGINEERS (USACE)
Order CRD-C DOCUMENTS from:
U.S. Army Engineer Research & Development Center
ATTN: Materials Testing Center
Building 6000
3909 Halls Ferry Road
Vicksburg, MS 39180-6199
Ph: 601-634-2496
Fax: 601-634-3242
E-mail: mtc-info@erdc.usace.army.mil
Internet: <http://www.wes.army.mil/SL/MTC/handbook.htm>

Order Other Documents from:
USACE Publications Depot

2023 Southwest Pass and South Pass Stone Repairs
ED 23-0001

Attn: CEHEC-IM-PD
2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081
Fax: 301-394-0084
E-mail: mtc-info@erdc.usace.army.mil
Internet: <http://gsl.erd.usace.army.mil/SL/MTC/>

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)
8601 Adelphi Road
College Park, MD 20740-6001
Ph: 866-272-6272
Fax: 301-837-0483
Internet: <http://www.archives.gov>

Order documents from:
Superintendent of Documents
U.S. Government Printing Office (GPO)
732 North Capitol Street, NW
Washington, DC 20401
Ph: 202-512-1800
Fax: 202-512-2104
E-mail: contactcenter@gpo.gov
Internet: <http://www.gpoaccess.gov>

-- End of Section --

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 45 00.15 10

RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM)

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- 1.2 REFERENCES
- 1.3 CONTRACT ADMINISTRATION
 - 1.3.1 Correspondence and Electronic Communications
 - 1.3.2 Other Factors
- 1.4 RMS SOFTWARE
- 1.5 SYSTEM REQUIREMENTS
- 1.6 CONTRACT DATABASE - GOVERNMENT
- 1.7 CONTRACT DATABASE - CONTRACTOR
 - 1.7.1 Administration
 - 1.7.1.1 Contractor Information
 - 1.7.1.2 Subcontractor Information
 - 1.7.1.3 Correspondence
 - 1.7.1.4 Equipment
 - 1.7.1.5 Reports
 - 1.7.1.6 Request For Information (RFI)
 - 1.7.2 Finances
 - 1.7.2.1 Pay Activity Data
 - 1.7.2.2 Payment Requests
 - 1.7.3 Quality Control (QC)
 - 1.7.3.1 Quality Control (QC) Reports
 - 1.7.3.2 Deficiency Tracking
 - 1.7.3.3 Three-Phase Control Meetings
 - 1.7.3.4 Labor and Equipment Hours
 - 1.7.3.5 Accident/Safety Reporting
 - 1.7.3.6 Definable Features of Work
 - 1.7.3.7 Activity Hazard Analysis
 - 1.7.4 Submittal Management
 - 1.7.5 Schedule
 - 1.7.6 Closeout
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PART 2 PRODUCTS

PART 3 EXECUTION

-- End of Section Table of Contents --

SECTION 01 45 00.15 10

RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM)

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for resident management system requirements as specified herein. Payment for the work covered under this section shall be distributed throughout the existing bid items.

1.2 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)

EM 385-1-1 (2014) Safety and Health Requirements Manual

RMS CM Guide (2021) Resident Management System (RMS) User Manual For Contractors

1.3 CONTRACT ADMINISTRATION

The Government will use the Resident Management System (RMS) to assist in its monitoring and administration of this contract. The Contractor accesses the system using the Contractor Mode (RMS CM) module. The term RMS will be used in the remainder of this section for both RMS and RMS CM. The joint Government-Contractor use of RMS facilitates electronic exchange of information and overall management of the contract. The Contractor accesses RMS to record, maintain, input, track, and electronically share information with the Government throughout the contract period in the following areas:

Administration

Finances

Quality Control

Submittal Monitoring

Scheduling

Closeout

Import/Export of Data

For assistance in providing contract-required data to the Government, the Contractor is directed to the following website for guidance:
https://rms.usace.army.mil/datafiles/rms_qcs_manuals/qcs_manual_2_38.pdf

1.3.1 Correspondence and Electronic Communications

For ease and speed of communications, exchange correspondence and other documents in electronic format to the maximum extent feasible. Some correspondence, including pay requests and payrolls, are also to be provided in paper format with original signatures. Paper documents will govern, in the event of discrepancy with the electronic version.

1.3.2 Other Factors

Other portions of this document have a direct relationship to the reporting accomplished through RMS. Particular attention is directed to Contract Clause, (FAR 52.236-15) "SCHEDULES FOR CONSTRUCTION CONTRACTS"; Contract Clause, (FAR 52.232-27) "PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS"; Contract Clause, (FAR 52.232-5) "PAYMENTS UNDER FIXED-PRICED CONSTRUCTION CONTRACTS"; Section 01 33 00 SUBMITTAL PROCEDURES; and Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL.

1.4 RMS SOFTWARE

RMS is a Windows-based program that can be run on a Windows-based PC meeting the requirements as specified in paragraph SYSTEM REQUIREMENTS. Download, install and be able to utilize the latest version of the RMS software within 7 calendar days of receipt of the Notice to Proceed. RMS software, user manuals (RMS CM Guide), access and installation instructions, program updates and training information are available from the RMS website (<https://rms.usace.army.mil/datafiles/rmsdocwebsite/default.html>). The Government and the Contractor will have different access authorities to the same contract database through RMS. The common database will be updated automatically each time a user finalizes an entry or change.

1.5 SYSTEM REQUIREMENTS

The following is the recommended system configuration to run the Contractor Mode RMS for full utilization of all features for all types and sizes of contracts. Smaller, less complicated, projects may not require the configuration levels described below. Required configuration also noted below.

Minimum RMS System Requirements	
Hardware	
Windows-based PC	Intel i3 or- AMD A6 3650; 1.7 GHz or higher processor (REQUIRED)
RAM	8 GB
Hard drive disk	100 GB space for sole use by RMS system
Monitor	Screen resolution 1366 x 768
Mouse or other pointing device	
Windows compatible printer	Laser printer must have 4 MB+ of RAM

Minimum RMS System Requirements	
Connection to the Internet	minimum 10 Mbs per user
Software	
MS Windows	Windows 10 Windows 8 64-bit (RMS requires a 64-bit OS) or newer (REQUIRED)
Word Processing software	Viewer for MS Word 2013, MS Excel 2013 or newer (REQUIRED)
E-mail	MAPI compatible (REQUIRED)
Virus protection software	Regularly upgraded with all issued Manufacturer's updates and is able to detect most zero day viruses (REQUIRED)

1.6 CONTRACT DATABASE - GOVERNMENT

The Government will enter the basic contract award data in RMS prior to granting the Contractor access. The Government entries into RMS will generally be related to submittal reviews, correspondence status, and Quality Assurance (QA) comments, as well as other miscellaneous administrative information.

1.7 CONTRACT DATABASE - CONTRACTOR

Contractor entries into RMS establish, maintain, and update data throughout the duration of the contract. Contractor entries generally include prime and subcontractor information, daily reports, submittals, RFI's, schedule updates and payment requests. RMS includes the ability to import attachments and export reports in many of the modules, including submittals. The contractor responsibilities for entries in RMS typically include the following items:

1.7.1 Administration

1.7.1.1 Contractor Information

Enter all current Contractor administrative data and information into RMS within 7 calendar days of receiving access to the contract in RMS. This includes, but is not limited to, Contractor's name, address, telephone numbers, management staff, and other required items.

1.7.1.2 Subcontractor Information

Enter all missing subcontractor administrative data and information into RMS CM within 7 calendar days of receiving access to the contract in RMS or within 7 calendar days of the signing of the subcontractor agreement for agreements signed at a later date. This includes name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor is listed separately for each trade to be performed.

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

Enter and maintain 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 Reports

Track the status of the project utilizing the reports available in RMS. The value of these reports is reflective of the quality of the data input. These reports include the Progress Payment Request worksheet, Quality Control (QC) comments, Submittal Register Status, and Three-Phase Control worksheets.

1.7.1.6 Request For Information (RFI)

Create and track all Requests For Information (RFI) in the RMS Administration Module for Government review and response.

1.7.2 Finances

1.7.2.1 Pay Activity Data

Develop and enter a list of pay activities in conjunction with the project 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.

1.7.2.2 Payment Requests

Prepare all progress payment requests using RMS. Update the work completed under the contract at least monthly, measured as percent or as specific quantities. After the update, generate a payment request and prompt payment certification using RMS. Submit the signed prompt payment certification and payment request as well as supporting data either electronically or by hard copy. Unless waived by the Contracting Officer, a signed paper copy of the approved payment certification and request is also required and will govern in the event of discrepancy with the electronic version.

1.7.3 Quality Control (QC)

Enter and track implementation of the 3-phase QC Control System, QC testing, transferred and installed property and warranties in RMS. Prepare daily reports, identify and track deficiencies, document progress of work, and support other Contractor QC requirements in RMS. Maintain all data on a daily basis. Insure that RMS reflects all quality control methods, tests and actions contained within the Contractor Quality Control (CQC) Plan and Government review comments of same within 7 calendar days of Government acceptance of the CQC Plan.

1.7.3.1 Quality Control (QC) Reports

The Contractor's Quality Control (QC) Daily Report in RMS is the official report. The Contractor can use other supplemental formats to record QC data, but information from any supplemental formats are to be consolidated and entered into the RMS QC Daily Report. Any supplemental information may be entered into RMS as an attachment to the report. QC Daily Reports must be finalized and signed in RMS within 24 hours after the date covered by the report. Provide the Government a printed signed copy of the QC Daily Report, unless waived by the Contracting Officer.

1.7.3.2 Deficiency Tracking

Use the QC Daily Report Module 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. Enter each deficiency into RMS the same day that the deficiency is identified. 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 Three-Phase Control Meetings

Maintain scheduled and actual dates and times of preparatory and initial control meetings in RMS. Worksheets for the three-phase control meetings are generated within RMS.

1.7.3.4 Labor and Equipment Hours

Enter labor and equipment exposure hours on a daily basis. Roll up the labor and equipment exposure data into a monthly exposure report.

1.7.3.5 Accident/Safety Reporting

Both the Contractor and the Government enter safety related comments in RMS as a deficiency. The Contractor will monitor, track and show resolution for safety issues in the QC Daily Report area of the RMS QC Module. In addition, follow all reporting requirements for accidents and incidents as required in EM 385-1-1 and as required by any other applicable Federal, State or local agencies.

1.7.3.6 Definable Features of Work

Enter each feature of work, as defined in the approved CQC Plan, into the RMS QC Module. A feature of work may be associated with a single or multiple pay activities, however a pay activity is only to be linked to a single feature of work.

1.7.3.7 Activity Hazard Analysis

Import activity hazard analysis electronic document files into the RMS QC Module utilizing the document package manager.

1.7.4 Submittal Management

Enter all current submittal register data and information into RMS within 7 calendar days of receiving access to the contract in RMS. The information shown on the submittal register following the specification Section 01 33 00 SUBMITTAL PROCEDURES will already be entered into the RMS database when

access is granted. Group electronic submittal documents into transmittal packages to send to the Government, except very large electronic files, samples, spare parts, mock ups, color boards, or where hard copies are specifically required. Track transmittals and update the submittal register in RMS on a daily basis throughout the duration of the contract. Submit hard copies of all submittals unless waived by the Contracting Officer.

1.7.5 Schedule

Enter and update the contract project schedule in RMS by either manually entering all schedule data or by importing the Standard Data Exchange Format (SDEF) file, based on the requirements in Section 01 32 17.00 20 NETWORK ANALYSIS SCHEDULES (NAS).

1.7.6 Closeout

Closeout documents, processes and forms are managed and tracked in RMS by both the Contractor and the Government. Ensure that all closeout documents are entered, completed and documented within RMS.

1.8 IMPLEMENTATION

Use of RMS as described in the preceding paragraphs is mandatory. Ensure that sufficient resources are available to maintain contract data within the RMS system. RMS is an integral part of the Contractor's required management of quality control.

1.9 NOTIFICATION OF NONCOMPLIANCE

Take corrective action within 7 calendar days after receipt of notice of RMS non-compliance by the Contracting Officer.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --

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SECTION 01 45 04.00 10

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for providing and maintaining an effective Contractor Quality Control program, and all costs associated therewith shall be included in the applicable contract unit prices or job prices contained in the Pricing Schedule.

1.2 ELECTRONIC TEST REPORT DATA

As part of the Contractor's Quality Control Program, his/her selected QC laboratory shall provide electronic transmission of the test report data in the prescribed formats with the original hard copy test report data to the Government. The New Orleans District Construction Control Manual (NODCC Manual) specifies the minimum number of tests to be performed and includes forms which shall be used to report test data. A copy of the NODCC Manual is attached at the end of this section. The Technical Specifications sections may include testing and/or frequency requirements other than those listed in the NODCC Manual. These additional requirements shall be followed in addition to the aforementioned. Test results shall be emailed to mvn-cd-q-testresults@usace.army.mil and to the Government Project Engineer. In addition, all test results shall be uploaded to the Resident Management System Contractor Mode (RMS CM).

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for Contractor Quality Control approval. 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

Contractor Quality Control Plan; G, CD

PART 2 PRODUCTS

Not Used.

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 Clause in Section 00700 CONTRACT CLAUSES, entitled "INSPECTION OF CONSTRUCTION" (FAR 52.246-12). 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. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 CONTRACTOR QUALITY CONTROL (CQC) PLAN

The Contractor shall furnish for review by the Government, not later than fifteen (15) days after receipt of notice of award, the Contractor Quality Control Plan proposed to implement the requirements of the Clause in Section 00700 CONTRACT CLAUSES, entitled "INSPECTION OF CONSTRUCTION" (FAR 52.246-12). The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. 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.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as 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 superintendent.
- 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 scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.

- e. 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. (Laboratory facilities approved by the Contracting Officer shall be used.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- 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, has separate control requirements, and may be identified by different trades or disciplines, or it may 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 features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 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.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 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 CQC Plan shall be submitted for review a minimum of fourteen (14) calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of 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. 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.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Manager shall serve as a member of the CQC staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, shop drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of three (3) years (full time) experience in related equivalent work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager may not have any other duties than quality control. When the alternate is activated, he/she shall also have no other duties other than quality control.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: civil and submittals clerk. These individuals may be employees of the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan. A single person may cover more than one area provided that they are qualified to perform QC activities in each designated and that workload allows.

Experience Matrix

Area	Qualifications
a. Civil	Graduate Civil Engineer or

Experience Matrix

Area	Qualifications
	Construction Manager with 2 years experience in the type of work being performed on this project or technician with 5 yrs related experience
b. Submittals	Submittal Clerk with 1 yr experience

3.4.4 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager, and his/her alternate, shall have completed the course entitled "Construction Quality Management For Contractors" within the last three (3) years. This course is periodically offered at the New Orleans District and other Corps of Engineers districts.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01 33 00 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three (3) phases of control shall be conducted by the CQC System Manager for each definable feature of the construction work as follows:

3.6.1 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
- 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. Review of provisions that 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 controlling quality of 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 Quality Assurance personnel shall be notified at least forty-eight (48) hours in advance of beginning the preparatory control phase. The Contractor shall submit a written agenda of the topics to be discussed at the preparatory meeting on the day prior to the meeting date. 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.

3.6.2 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 work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure 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 required 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 twenty-four (24) 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.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, 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.

3.6.4 Additional Preparatory and Initial Phases

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.

3.7 TESTS

3.7.1 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. The Contractor shall notify the Contracting Officer's Representative (COR) at least twenty-four (24) hours prior to all quality control testing in order to coordinate simultaneous quality assurance tests if the COR elects to do so. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. Depending upon the workload by the Government inspecting agency, acceptance or rejection of the Contractor proposed testing laboratory is usually done approximately 60 to 120 days after notification is received from the Contractor. The certification will be valid for two years. 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. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, 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 shall 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.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

All laboratory facilities, personnel, and equipment used to test soil, concrete, and asphalt shall be part of a validated laboratory that has been inspected or audited by the USACE Materials Testing Center, Vicksburg, MS.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$5,000.00 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.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 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 Engineer Research and Development Center (ERDC)
Waterways Experiment Station
Geotechnical and Structures Laboratory
3909 Halls Ferry Road
Vicksburg, Mississippi 39180-6199

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the SPECIAL CONTRACT REQUIREMENTS in Section 00800, entitled "COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK" or stated elsewhere in the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings

and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the work is complete. 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 shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at this inspection. Additional Government personnel including, but not limited to, those from the New Orleans District, Mississippi Valley Division, and local interest may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete 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 cost in accordance with the Clause in Section 00700 CONTRACT CLAUSES entitled, "INSPECTION OF CONSTRUCTION" (FAR 52.246-12).

3.9 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 an acceptable form that includes, 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 of 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. Offsite 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. The original and one copy of these records in report form shall be furnished to the Government daily within twelve (12) hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven (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.

3.10 SAMPLE FORMS

Sample forms for guidance in preparing the CQC Plan are enclosed at the end of this section.

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 excess costs or damages by the Contractor.

-- End of Section --



**US Army Corps
of Engineers ®**
New Orleans District

Construction Control Manual

**Sampling & Testing Construction Materials
Reporting Test Results**

**CEMVN CD 415-Q-11
14 March 2016**

CEMVDN-CD

Pamphlet
Number CEMVN-CD-415-Q-11

14 March 2016

Construction

CONSTRUCTION CONTROL MANUAL

1. Purpose. This manual describes the means and methods for the Contractor Quality Control (QC) and Government Quality Assurance (QA) testing of some of the more common construction materials incorporated into New Orleans District projects. Information is given on sampling, the test required, testing frequency, reporting requirements, and database maintenance. This manual only describes a minimum testing program on a limited number of common construction materials and the specifications may require additional tests that demonstrate compliance with the contract documents.

2. Applicability. This manual applies to all New Orleans District elements having responsibility for the design and construction of assigned projects.

3. Scope of the Manual. This manual is intended to guide the Quality Control and Quality Assurance process and provide for the construction of a project whose quality and durability is a direct reflection of the Contractor's and the Government's efforts in meeting the project's goals and objectives. If there is a conflict between this manual and the technical specification sections, the most stringent requirements shall govern.

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, NEW ORLEANS
CORPS OF ENGINEERS

Number CEMVN-CD-415-Q-11

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Chapter 1 Introduction

1. General:

This manual describes the means and methods for the Contractor Quality Control and Government Quality Assurance testing of construction materials incorporated into the New Orleans District (CEMVN) projects. Information is given on sampling, the test required, testing frequency, reporting requirements, and database maintenance. This manual only describes a minimum testing program on a limited number of common construction materials and the specifications may require additional tests that demonstrate compliance with the contract documents. If there is a conflict between this manual and the technical specification sections, the most stringent requirements shall govern. The most recent version of this manual at the time of contract solicitation will supplement the construction material control requirements for a specific contract unless noted otherwise.

The Contractor shall only use those laboratories, including his own that have been validated by an inspection or audit performed by the USACE Materials Testing Center, Vicksburg, MS.

2. Definitions:

- a. **Quality Management System.** Quality management is defined as all control, inspection, and other assurance activities instituted to achieve the product quality established by the contract plans and specifications.
- b. **Contractor Quality Control.** Contractor Quality Control (QC) is that part of the system by which the Contractor regulates, tests and inspects their own, suppliers, and sub-Contractors procedures, equipment, materials, and personnel so that the completed product will comply with the requirements of the project's contract documents.
- c. **Government Quality Assurance.** Government Quality Assurance (QA) is that part of the system by which the Government verifies or assures that the Contractor's Quality Control system is performing properly and the completed product conforms to the contract documents. The number of QC test observed by QA personnel should be generally related to the consistency in QC and QA test results.

3. Responsibility, Compilation, and Submittal of Test Results:

- a. The Contractor is responsible for complying with the contract documents in the performance of all required tests and the preparation, submittal, and maintenance of those test reports outlined in this manual and the contract specifications. The test results from QC and QA testing shall be compiled separately as outlined in this manual.
- b. The Contractors' QC Laboratory shall appoint a Registered Professional Civil Engineer to certify QC inspections and test results prior to the start of work. The certification shall state that the tests and observations were performed by or under the direct supervision of the Registered Professional Civil Engineer and that the results are representative of the

materials and conditions being certified by the tests. The certification shall be submitted within two weeks after final inspections and testing is complete. The certification shall be submitted to USACE for the referenced project in accordance with the New Orleans Construction Control Manual, Appendix A. Failure to submit certifications as stated may result in nonpayment for related work performed and disapproval of the QC test facility for this contract.

- c. Acceptance of the Contractors' QC 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 to the QC Plan and operations including removal of personnel and QC Laboratory, as necessary, to obtain the quality specified.
- d. All test results will be entered into the CEMVN Quality Assurance Control Center (QACC) construction material testing database as described in Appendix A by the QC laboratory performing the testing. Test results will be entered into the testing database within 48 hours from sampling. Payment for any material placed, as well as for any subsequent construction, will not be made until test results are entered into the database and analyzed by Quality Assurance personnel. The Contractor shall maintain a hard copy of the materials testing log, test reports and control charts at the Contractor's field office. These records will be available at all times for review by Government personnel. The original test report will be distributed to the Administrative Contracting Officer (ACO) within 48 of completion of the test. This original test report (supporting documentation) submission is in addition to any required electronic submission.
- e. Any tests not conforming to the contract documents will be immediately reported to the Administrative Contracting Officer along with the recommended corrective action to bring the work into complete compliance with the specifications. The Administrative Contracting Officer may designate additional re-sampling or retesting to verify the work represented by the failing test. This testing is at the Contractor's expense.
- f. Reference to standard test methods and testing procedures for sampling and testing of common construction materials are given in each chapter of this manual. Additional testing may also be required in the contract documents.
- g. Laboratory Facilities. For work that involves aggregates, concrete, masonry, rock or soil the QC Laboratory shall, at its own expense, obtain and maintain validation as an approved testing laboratory by the Materials Testing Center (MTC) of the Engineering Research and Development Center (ERDC). This shall be done in accordance with ER 1110-1- 8100 and ER 1110-1-261. Appendix B further describes this requirement. Refer to Chapter 4 for welding laboratories.

For work that involves vibration, steel, steel reinforcing bars, coatings inspections and other specialized construction material testing and inspection the QC Laboratory shall maintain personnel, procedures and equipment that meet applicable industry standards.

- h. Field sampling and testing locations shall be recorded using Latitude/Longitude coordinates reported in decimal degree format to the millionth decimal and be surveyed using techniques to achieve ± 10 feet accuracy.

Report Form input example: 29.934003, -90.133745

Chapter 2 Soils

1. Scope:

This chapter specifies methods and procedures for the Contractor Quality Control (QC) and Government Quality Assurance (QA) testing of materials used, but not limited to, compacted levee embankments, compacted berms, un-compacted berms, ramps, and structural backfill. The Government will also perform checks, and assurance testing of control testing required by the Contractor.

2. Samples:

Samples shall be collected and secured in accordance applicable ASTM testing procedures.

3. Testing Personnel:

The individuals who inspect, monitor, sample and test Embankment construction as required in this specification shall meet the following minimum criteria of certification and/or documented experience. Work experience shall be related to the field for which the inspector is being qualified and may be obtained by working either for an inspection/testing agency or engineering firm as a technician, inspector or engineer.

- Current NICET Level II certification in Geotechnical Engineering technology/construction, or
- Current ICC Soils Special Inspector with one year related experience, or
- Geologist-in-Training with one year related experience, or
- Engineer Intern with one year related experience, or
- Registered Geologist, or
- Registered Professional Engineer.

The Contractors' QC laboratory shall submit certification and/or documentation to provide evidence of qualification. The appointed Registered Professional Civil Engineer, identified in Chapter 1, Section 3.b to certify inspections and test results, remains responsible for compliance of all inspection and testing activities.

All Laboratory facilities, personnel and equipment used to test soils as required in this specification shall be part of a Laboratory that has been validated by the USACE Materials Testing Center, Vicksburg, MS.

4. Typical Test Requirements:

Testing and reporting shall be performed in accordance with the latest American Society of Testing and Materials (ASTM) Standard, as indicated in Table 2-1.

Table 2-1
ASTM References

Gradation	
ASTM C 117	Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing
ASTM C 136	Sieve Analysis of Fine and Course Aggregates
ASTM D 1140	Amount of Material in Soils Finer than No. 200 (75- μ m) Sieve
ASTM D 6913	Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis
Moisture Content	
ASTM D 2216	Laboratory Determination of Water, (Moisture) Content of Soil and Rock by Mass (Method B)
ASTM D 4643	Determination of Water (Moisture) Content of Soil by Microwave Method
Moisture/Density Relationship	
ASTM D 698	Laboratory Compaction Characteristics of Soil Using Standard Efforts (12,400ft lbs/ft ³ (6000KN))
ASTM D 1557	Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft ³ (2,700 kN-m/m ³))
Field Density	
ASTM D 1556	Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 6938	In-Place Density and Water Content of Soil and Soil-Aggregate Nuclear Methods (Shallow Depth)
Materials Classification	
ASTM D 2487	Classification of Soils for Engineering Purposes
ASTM D 4318	Liquid Limit (One-Point Method B), Plastic Limit, and Plasticity Index of Soils
Organic Content	
ASTM D 2974	Moisture, Ash, and Organic Matter of Peat and Other Organic Soils (Method C)
Unconfined Compressive Strength	
ASTM D 1633	Compressive Strength of Molded Soil-Cement Cylinders
ASTM D 2166	Unconfined Compressive Strength of Cohesive Soil

5. Sampling and Testing of Compacted Fill:

This sampling and testing shall be in accordance with the standard procedures referred to in this manual. The minimum number of QC tests to be performed shall be as indicated in Table 2-2.

The Government will also perform checks, and assurance testing of the other control testing required by the Contractor.

Table 2-2
Type of Tests and Frequency of Testing
Compacted Embankments and Berms, Ramps, and Structural Backfill Material

Property	Form	Minimum Frequency	Standard
Nuclear Field Density	MVNQS11	One test per 1,500 cubic yards of compacted fill placed per lift, but not less than one density test per 500 linear feet per lift. A lift placed on any one side of an existing embankment will be considered as a separate lift. At least one test shall be performed in any shift that compacted fill is placed.	ASTM D 1556 or ASTM D 6938
Nuclear Field Density Relative Density	MVNQS12	Used to record test results from testing uncohesive material. One density test per lift per 150 linear feet of the base course. Isolated repairs (less than 150 linear feet) must have at least one density test per isolated area per lift.	ASTM D 6938
Sand Cone Field Density	MVNQS03	One test to be obtained for every ten (10) Nuclear Field Density locations to verify Nuclear Field Density.	ASTM D 1556
Compaction Control Curve	MVNQS02	Control Compaction Curves shall be established in accordance with ASTM D 698 - Laboratory Compaction Characteristics of Soil Using Standard Effort. A Compaction Control Curve will be required for each type of material from each source or a minimum of one Compaction Control Curve every 25,000 cubic yards of compacted fill placement. Where construction operations result in the blending of material, two representative Compaction Control Curves will be required for each resulting blend of material. The samples collected for the resultant blended material shall be collected from separate locations. If the borrow or source of fill material changes, new Compaction Control Curves shall be performed. Material test samples for Compaction Control Curve shall be prepared by air-dry, rewet, and cured.	ASTM D 698
One-Point Proctor Verification	MVNQS02	One test to be obtained for every five (5) field density locations.	ASTM D 698 (modified)
Moisture Content	MVNQS11	One test at each field density test location.	ASTM D 2216 or ASTM D 4643
Organic Content	MVNQS07	One test at each field density test location.	ASTM D 2974 (Method C)
Materials Classification	MVNQS06	One test obtained for each Control Compaction Curve and one test for each field density test. Determine Atterberg Limits (LL One-Point Method B), minus #200 and Sand Content.	ASTM D 2487 ASTM D 1140 ASTM D 4318
Unconfined Compressive (UC) Strength	MVNQS05	For Deep Soil Mixing (DSM) QC operations a minimum of three percent of the DSM columns per site will be drilled and three UC strength samples collected and tested at each test column.	ASTM D 2166 ASTM D 1633

6. Sampling and Testing of Un-Compacted Berm Material:

This sampling and testing shall be in accordance with the standard procedures referred to in this manual. The minimum number of QC tests to be performed shall be as indicated in Table 2-3. The Government will also perform check and assurance testing of the other control testing required by the Contractor.

Table 2-3
Type of Tests and Frequency of Testing
Un-Compacted Berm Material

Property	Form	Frequency	Standard
Organic Content	MVNQS07	One test at materials classification test location.	ASTM D 2974 (Method C)
Materials Classification	MVNQS06	One test per 3,000 cubic yards of un-compacted fill placed, but not less than one test per 1,000 linear feet of un-compacted fill placed. At least one test shall be performed in any shift that un-compacted fill is placed. Determine Atterberg Limits (LL One-Point Method B), minus #200 and Sand Content.	ASTM D 2487 ASTM D 1140 ASTM D 4318

7. Compilation of Test Data for Submittal:

The results of the test and inspections shall be recorded in the MVN database as directed in Appendix. Samples of the reporting forms and instruction for each form are provided on the MVN SharePoint site; **Test Form Examples** and are described as follows. The latest forms should be referenced on the MVN SharePoint site and described in Appendices. All data is to be submitted electronically **within 24 hours of completion of the tests by the laboratory performing the testing.**

- a. **MVNQS01** Sieve Analysis – ASTM C 117, ASTM C 136 and ASTM D 1140. This form is to be used in reporting the material finer than No 200 sieve and a sieve analysis of coarse grain material.
- b. **MVNQS02** (Compaction Control Curve) ASTM D 698. This form is to be used in reporting the determination of the optimum moisture content and the maximum dry density. The moisture-density curve shall be plotted based on a minimum of five compaction test specimens. A one-point Proctor test – ASTM D 698 (modified, Figure 2-2) shall be obtained for every five (5) field density test locations, and reported with same. The soil One-Point proctor result obtained from the in-place density test location will serve as the basis for determining the applicable compaction control curve.

- c. **MVNQS03** (Field Density Sand Cone Method) ASTM D 1556. This form is to be used in reporting the determination of the degree of compaction and moisture content. Contract specifications shall govern the required compaction effort.
- d. **MVNQS05** (Unconfined Compressive Strength) ASTM D 2166. This form is to be used to report the compressive strength of an intact, remolded or reconstituted cohesive soil, using a strain-controlled application of the axial load. Contract specifications shall govern the acceptable strength requirements.
- e. **MVNQS06** (Unified Soil Classification System) ASTM D 2487. This form is to be used to report the determination of the liquid limit (One-point Method B), plastic limit, plasticity index, % sand content and % fines. MVNQS01 Sieve Analysis – ASTM C 117 and ASTM C 136 is to be used to report the results of gradation tests of the material if a granular material is specified. The final soil classification in accordance with ASTM D 2487 shall be stated on the same forms. Contract specifications shall govern the acceptable Atterberg limits, gradation limits, and material classification. If the Nuclear Method (ASTM D 6938) is used for field density determinations, the soil sample utilized for material classification shall come from within a radius of 12 inches of the center of the in-place density test site. The soil classification obtained from in-place density test location will serve as a basis for determining the applicable compaction control curves.
- f. **MVNQS07** (Moisture, Ash, and Organic Content Determination) ASTM D 2974 (Method C). This form is to be used in reporting the determination of the organic content of the material. Determination of organic content shall be performed in accordance with ASTM D 2974; Method C. Contract specifications shall govern the acceptable limits of organic content.
- g. **MVNQS09** (Moisture Content Determination) ASTM D 2216, ASTM D 4643 and ASTM D 6938. This form is to be used in reporting the determination of the moisture content of the in-place material when ASTM D 2216, ASTM D 4643 or ASTM D 6938 is the test method utilized. This form is not to be used when performing Field Density Test Nuclear Method with Moisture Content Determination. Contract specifications shall govern the acceptable limits of moisture content.
- h. **MVNQS11** (Field Density Test Nuclear Method). This form is to be used in reporting the determination of the degree of compaction and moisture content by oven, microwave or nuclear gauge. Contract specifications shall govern the required compaction effort and moisture range. If the nuclear method is selected for field density testing, the Sand-Cone Method shall be used to confirm the accuracy of the Nuclear Method. This shall be accomplished by performing an initial comparison test of the two methods when a nuclear gage is brought on-site for the first time. If the Nuclear Method wet density is within 3 percent of the Sand Cone Method, no correction of the Nuclear Method wet density will be required and the testing may continue with the Nuclear Method. The Nuclear Method wet density shall be verified throughout the project at a rate of one Sand-Cone test for every ten nuclear tests per nuclear gage thereafter. If the variance at any time between the Nuclear Method and the Sand Cone Method exceeds 3 percent, testing

with the Nuclear Method shall stop until the Contractor provides a Root Cause Analysis and five consecutive comparison tests are performed as evidence that Corrective Actions will provide results within 3 percent. For comparison purposes, the nuclear and sand-cone wet densities should represent the same layer thickness within the testing area selected. When a nuclear density result is in doubt, the sand-cone density test shall be used for acceptance.

- i. **MVNQS12** (Field Density (Relative Density) Nuclear Method). This form is to be used in reporting the determination of the Relative degree of compaction as determined based on relationship of the Minimum Dry density and Maximum Dry density. Contract specifications shall govern the required Relative Density.

8. Soil Electronic Conductivity (EC) and Total Soluble Salt Analysis:

The following test method shall be used for determining the Total Soluble Salt (Total Salinity) of Embankment soils. This method shall be followed when testing embankment soil salinity levels. Sampling of materials shall be performed by a USACE Validated Laboratory.

- A. **Sampling;** Sampling shall consist of one 12,500 gram composite sample per 1,000 linear feet per lift. A Composite soil sample is defined as 5 separate representative 2,500 gram samples taken randomly at relatively evenly spaced intervals within the 1,000 linear foot. A lift on any one side of the levee will be considered one lift. The locations of the samples shall be as directed by the Contracting Officer. When a composite soil sample is collected, it should be handled in accordance with ASTM D 4220, Group B Standard Practices for Preserving and Transporting Soil Samples.

As directed by the Contracting Officer, when samples are to be split for replicate testing, the entire composite sample shall be processed over a No. 4 (4.75 mm) sieve by the contractors QC laboratory. The material passing the No. 4 sieve shall be thoroughly mixed and split in accordance with ASTM C 702 Standard Practice for Reducing Samples of Aggregate to Testing Size.

- B. **Sample Preparation;** Composite soil samples passing a No. 4 sieve are to be thoroughly remixed and reduced to a minimum 200 g sample for testing in accordance with ASTM C 702 Standard Practice for Reducing Samples of Aggregate to Testing Size.

The reduced composite soil sample is air dried at a temperature not to exceed 140° F for a minimum of 18 hours. After the sample is air dried, process and collect material passing No. 10 (2 mm) sieve. Material retained on the No. 10 sieve will be discarded.

- C. **Procedure; (EC 1:2 preparation)** To determine soil EC, collect a representative 20 gram sample from the sieved air-dried material and mix with 40 mL deionized water in a 125 mL Erlenmeyer flask.

The container is sealed and the mixture is either agitated for 1 hour in a mechanical shaker or mixed by hand every 30 minutes for 3 hours.

The mixture is filtered through a Whatman 42 filter paper. EC (dS/m) of the filtrate is determined immediately using a standard conductivity meter. Follow manufacture's direction for standard conductivity meter operations and temperature corrections.

- D. Reporting; The directly-measured EC 1:2 is converted to Saturated Extract-Equivalent EC (EC_e) by multiplying by a factor of 2. (Southern Cooperative Series Bulletin No. 419 ISBN# 1581614195 January, 2014)

Total soluble salts (TSS) concentration in ppm (mg/L) is calculated by multiplying EC_e (dS/m) by 640 for EC readings <5.0 dS/m or by 800 for EC readings >5.0 dS/m. (Rhoades, 1996)

The report shall include at a minimum;

1. All sample identifications documented during sampling that at a minimum include, sample date, received date, test/sample number, location of composite sample (GPS, station, lift, , elevation, offset)
2. USCS visual description
3. Make/Model and Serial # of conductivity meter
4. Notes should include any deviations from this test method.
5. The Soil Electronic Conductivity (EC) shall be reported in decisiemens per metre (dS/m).
6. Total Soluble Salt shall be reported as Total Salinity in parts per million (ppm).

9. Field and Laboratory Determination of Non-Soil Volume for Levee Fill:

- A. The field excavation testing shall be performed by excavating a 10' wide x 10' long and to a depth of the lift thickness for each lift that is in question. The volume of the excavation shall be verified using the end area method through measuring the dimensions of the excavation with the use of survey equipment at each corner of the hole. A difference of +/- 10% of the theoretical excavation is allowed. The Contractor shall bring all material excavated to the lab in sealed airtight containers. All excavations shall be completely backfilled by the Contractor within 72 hours of inspection unless directed otherwise by the COR. All backfill shall be in accordance with the existing contract documents, especially EMBANKMENT.
- B. The unit weight of the soil shall be determined by ASTM D 6938 Field Density – Nuclear Method, ASTM D 1556 Field Density – Sand Cone Method, or ASTM D 698 Compaction Characteristics of Soil. All material testing shall be performed by a Corps validated lab.
- C. Once all the excavated material is delivered to a Corps validated lab, any clay pieces adhering to the non-soil pieces that can be removed by hand without damaging the non-soil piece shall be removed.
- D. All non-soil pieces shall be weighed in their existing conditions immediately prior to testing (wet weight as excavated). If all non-soil pieces do not fit in the Measure Box, then the non-soil pieces may be split into smaller sampling sizes for testing purposes and the cumulative volume reported.

E. Sturdy Measure Box containers shall be used for the non-soil volume determination processes. The minimum volume of the Measure Box is 0.8 cubic feet. This volume dimension is a minimum and may be enlarged if desired. The weight of the empty containers shall be determined using a calibrated scale and with the weight recorded to the nearest 0.1 lb. The container shall be filled in two layers with silica sand. The first layer of sand shall be densified by use of a Shake Table and vibrated such that the Silica sand achieves its maximum density. The second layer of silica sand shall be added and vibrated, with additional sand added as needed to “top off” the container as the sand achieves a greater density. The weight of the container filled with densified Silica sand shall be recorded to the nearest 0.1 lb using a calibrated scale. Determine the weight of the measure container plus sand three times to determine the average value. The maximum unit weight of the silica sand is the weight of the measure plus sand minus the weight of the measure divided by the known volume of the container and reported to the nearest 0.1 lb/ft³.

F. The volume of the non-soil shall be determined by the following USACE MVN developed procedure, Non-Soil Volume Determination.

- 1) **Volume and Weight Determination of Measures (annual):** The volume of the Measure Box shall be determined and verified on an annual basis by the water filled method as specified in ASTM C29/C29M paragraph 8 and recorded to the nearest 0.1 ft³.
- 2) **Density Sand:** Obtain silica sand also known as US Silica Sand. Verify that the quality of the silica or “Silica” sand meets the requirements specified in ASTM D1556 paragraph 6.2. The sand can be re-used, but it should be cleaned to comply with the previously referenced standard by sieving and/or rinsing, and oven drying prior to reuse.
- 3) **Determining Densified Sand within a Measure Box:** Before any tests determining non-soil volume content, a calibration test shall be run each day that testing is to be performed, to determine the standard weight of the sand in the Measure Box as discussed in section E. The three repeated determinations of densified sand weight per unit volume shall be within 2.0 pcf of each other.

A Measure Box shall be used to determine the densified sand and will be based upon use of a Shake Table and placement within layers. Clean and dry silica sand is placed loosely within each layer using a large scoop or the edge of a bucket by flowing and distributing the sand evenly across the surface area. The Shake Table is then to be used. The number and duration of vibrations will be determined as noted in the following trial. These times are approximate and should be modified by each laboratory to fit the Shake Table being used to achieve a consistent sand weight per unit volume.

MEASURE BOX – (1) Position measure over a large catch pan for collecting excess sand. Place loose Silica sand in one layer (half height of measure); (2) Using the Shake Table, vibrate the sand for 4-8 seconds; (3) Place loose silica sand in a second layer (full height of measure); (4) Vibrate the sand for 4-8 seconds. The sand should consolidate below the top rim of the measure; (5) Place additional (excess) sand above the top of the measure. It should appear to overflow. Vibrate for the sand for an additional 3-4 seconds. It is desired to have excess sand above the top of the rim after vibration of about 1/8 inch; (6) Using a straight metal bar, strike off the excess sand, leaving the sand flush with the top rim of the measure; (7) Weigh the measure and densified sand recorded to the nearest 0.1 lb; (8) Determine the weight per unit volume of the measure by subtracting the weight of the measure plus sand minus the weight of the measure then dividing by the known volume of the container and report to the nearest 0.1 lb/ft³; (9) Repeat steps 1 thru 8 for a total of three determinations of densified sand weight per unit volume, and calculate the average weight per unit volume to the nearest 0.1 lb/ft³.

- 4) **Standard Wood or Metal for Verification (annual):** Eight pieces of wood or metal, labeled A thru G, measuring 5 inches by 1 inch by 2 inches are to be used to verify the volume determination by the densified sand method as detailed in 5) below. Determine the weight and linearly measured volume of the eight standard pieces of wood or metal to verify the calculated non-soil content from the use of densified silica sand within Measure Boxes of known volume.
- 5) **Non-soil Verification (annual):** Wood or metal pieces measured in Step 4) above will be used in each measure by densifying sand and four wood or metal pieces in each layer, for a total of eight wood or metal pieces within each measure. The same procedures outlined in Step 4) above are used to place and densify the sand and wood or metal within the measures. The wood or metal is placed within each layer with at least ½ inch of loose sand beneath and around the wood or metal pieces. The weight of the densified sand, measure, and wood or metal is used to determine the density and subsequent volume of the wood or metal. The calculated volumes shall be compared to the known volumes of the wood or metal pieces to see if any change in shaking time or sand type is needed. If the calculated and known volumes are within +/- 2% of each other, the test verification is successful. See below for the step by step procedures for this:

MEASURE BOX - (1) Determine the volume and weight of the measure as noted in Step 1) above; (2) Determine the average densified sand weight per unit volume as noted in Step 3) above; (3) Determine volume and weight of pre-cut pieces of wood or metal as noted in Step 4) above; (4) Densify wood or metal in layers following the similar method noted in Step 3) above; (5) Determine the densified sand and wood or metal weight in the unit measure; (6) Calculate the volume of wood or metal as shown below:

- (a) Volume of Measure Box (ft³)
- (b) Weight of Measure Box (lb)

- (c) Average weight per unit volume of densified sand (lb/ft³)
- (d) Wood or metal Pieces total weight (lb)
- (e) Wood or metal Pieces total volume (ft³)
- (f) Average determined densified sand, wood or metal, & measure weight (lb)
- (g) Densified sand only weight (no wood or metal) = (c) x (a)
- (h) Densified sand only weight (with wood or metal) = (f) – (b) – (d)
- (i) Volume of wood or metal (from densified sand test) = [(g) – (h)] / (c)
- (j) % actual volume wood or metal = 100 x (e) / (a)
- (k) % tested volume wood or metal = 100 x (i) / (a)

- 6) **Non-soil Volume Determination:** Determination of non-soil volume for a test sample is as follows. Determine the wet weight of the sample prior to placement into the loose sand layers. Cleaned non-soil pieces from a sample are placed in one of the tested measures above by following procedures as outlined in Step 3). The non-soil pieces are placed within each layer of loose sand with at least ½ inch of loose sand beneath and around the various non-soil pieces. The non-soil piece may be cut to fit into the measure but care should be used to ensure that all pieces of the sample are measured. The weight of the combined densified sand, measure, and non-soil shall be recorded to the nearest 0.1 lb. To determine the density and subsequent volume of the non-soil pieces, see calculations below.

MEASURE BOX - (1) Determine the volume and weight of the measure as noted in Step 1) above; (2) Determine the average densified sand weight per unit volume as noted in Step 3) above; (3) Determine weight of sample pieces of non-soil; (4) Densify non-soil pieces in layers following the similar method noted in Step 3) above; Determine the densified sand and non-soil pieces weight in the unit measure; (5) Calculate the volume of non-soil pieces as shown below:

- (a) Volume of Measure Box (ft³)
- (b) Weight of Measure Box (lb)
- (c) Average weight per unit volume of densified sand (lb/ft³)
- (d) Weight of Sample Non-soil Pieces (lb)
- (e) Determined densified sand, non-soil pieces, & measure weight (lb)
- (f) Densified sand only weight (no non-soil pieces) = (c) x (a)
- (g) Densified sand only weight (with non-soil pieces) = (e) – (b) – (d)
- (h) Volume of non-soil pieces (from densified sand test) = [(f) – (g)] / (c)
- (i) Volume of excavation (ft³)
- (j) % tested volume non-soil pieces = 100 x (h) / (i)

- 7) **Documentation:** As a minimum, calibrations of Measure Boxes should be documented annually on the Unit Weight Measure Volume Determination Record. The Densified Sand unit weight shall be documented on the Densified Sand Calibration Record. Test records for samples shall be documented on the Non-soil pieces Volume Determination Record. Contact MVN-CD-Q for latest test forms.

- G. The percent volume determined in Step 6) (j) above shall be compared versus the acceptable value listed in the specifications. If the test shows the percent volume is greater than the acceptable value, the Contractor shall follow the corrective actions as noted in the contract specifications.

10. Additional Testing:

In addition to the above frequency of tests, additional tests may be required as follows:

- a. Where the Administrative Contracting Officer (ACO) or Contracting Officer's Representative (COR) has reason to doubt the adequacy of the compaction, moisture content, or organic content control.
- b. Where the Contractor is concentrating fill operations over a relatively small area.
- c. When embankment materials change substantially, the Administrative Contracting Officer or Contracting Officer's Representative (COR) may direct additional testing.
- d. Where special compaction procedures are being used.
- e. When the contract specifications require additional testing.
- f. When areas are found not meeting the specified in-place density, Atterberg limits, moisture content, and/or in-place organic content requirements; the Contractor shall retest, at no additional costs to the Government, after corrective measures have been applied.

Chapter 3 Concrete

1. Scope:

This chapter specifies methods and procedures for the Contractor Quality Control (QC) and Government Quality Assurance (QA) methods and procedures for the testing of fresh concrete and concrete aggregate. The Government will also perform checks, and assurance testing of control testing required by the Contractor.

2. Samples:

Fresh concrete samples shall be secured in accordance with ASTM C 172. Concrete aggregates shall be sampled in accordance with ASTM D 75. Sampling locations shall be randomly selected.

3. Testing Personnel:

The individuals who inspect, monitor, sample and test Concrete construction as required in this specification shall meet the following minimum criteria of certification and/or documented experience. Work experience shall be related to the field for which the inspector is being qualified and may be obtained by working either for an inspection/testing agency or engineering firm as a technician, inspector or engineer.

- Current ICC Reinforced Concrete Certificate with 1 year related experience, or
- ACI Concrete Construction Special Inspector Certificate, or
- Engineer Intern with one year related experience, or
- Registered Professional Engineer.

The individuals who perform testing of concrete or the constituents of concrete as required in this specification shall have an applicable and current ACI certification for testing being performed; ACI Concrete Strength Testing, ACI Concrete Laboratory Testing – Level 1, ACI Aggregate Testing Technician – Level 1, ACI Concrete Field Grade I.

The Contractors' QC laboratory shall submit certification and/or documentation to provide evidence of qualification. The appointed Registered Professional Civil Engineer, identified in Chapter 1, Section 3.b to certify inspections and test results, remains responsible for compliance of all inspection and testing activities.

All Laboratory facilities, personnel and equipment used to test soils as required in this specification shall be part of a Laboratory that has been validated by the USACE Materials Testing Center, Vicksburg, MS.

4. Typical Test Requirements:

Test requirements specified in the contracts documents may be more stringent than those listed below in Tables 3-2, 3-3 and 3-4. All test results will be entered into the MVN material testing database as described in Appendices by the laboratory performing the testing. Acceptable test values are contained in the contract documents.

The laboratory performing the tests shall be validated by the Materials Testing Center, Vicksburg, MS. and conform to ASTM C 1077.

Table 3-1
ASTM References

Concrete Lab Testing	
ASTM C 33	Specification for Concrete Aggregates
ASTM C 39	Compressive Strength of Cylindrical Concrete Specimens
ASTM C 117	Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing
ASTM C 136	Sieve Analysis of Fine and Course Aggregates
ASTM C 511	Mixing Rooms, Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the Testing of Hydraulic Cements and Concretes
ASTM C 566	Total Evaporable Moisture Content of Aggregate by Drying
ASTM C 617	Capping Cylindrical Concrete Specimens
ASTM C 702	Reducing Samples of Aggregate to Testing Size
ASTM C 1231	Practice for Use of Unbonded Caps in Determination of Compressive Strength of Hardened Concrete Cylinders
CRD-C 104	Calculation of Fineness Modulus of Aggregate
Concrete Field Testing	
ASTM C 31	Making and Curing Concrete Test Specimens in the Field
ASTM C 138	Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
ASTM C 143	Slump of Hydraulic-Cement Concrete
ASTM C 172	Sampling Freshly Mixed Concrete
ASTM C 173	Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C 231	Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 1064	Temperature of Freshly Mixed Hydraulic-Cement Concrete
ASTM D 75	Sampling Aggregates

5. Compilation of Test Data for Submittal:

The results of the test and inspections shall be recorded in the MVN database as directed in Appendix. Samples of the reporting forms and instruction for each form are provided on the MVN SharePoint site; **Test Form Examples** and are described as follows. The latest forms should be referenced on the MVN SharePoint site and described in Appendices. All data is to be submitted electronically **within 24 hours of completion of the tests by the laboratory performing the testing.**

- a. **MVNQC01** (Concrete Compression Test Data – ASTM C 39). This form is to be used in reporting the results of laboratory concrete compression testing. Contract specifications shall govern the required concrete compressive strength.
- b. **MVNQC02** (Concrete Field Data). This form is to be used in reporting the data collected by the laboratory while monitoring and testing concrete during placement. Contract specifications shall govern the required concrete properties during placement.
- c. **LMN FORM 853-R** (Concrete Compression Test Specimen Data). This form is to be filled out and provided to the QA laboratory for each set of cylinders delivered. This form should be filled out with information documented during concrete placement. The information on this form should match the information provided on the associated MVNQC01 and MVNQC02 test forms. The Order number on this form shall match the Batch Ticket number on the associated concrete supplier batch ticket, the MVNQC01 and the MVNQC02 test form for sample tracking purposes. The form also serves as a bill of lading for the delivered concrete samples.

Table 3-2
Test Requirements
AGGREGATE, FINE

Property	Method	Frequency	Remarks
Deleterious Substances	ASTM C 33	1 per week	
Fineness Modulus	CRD-C 104	1 per shift per batch plant when concrete plant is operating	Calculation based on gradation test results
Gradation	ASTM C 117 ASTM C 136	1 per shift per batch plant when concrete plant is operating.	Tests selected randomly.
Moisture Content	ASTM C 566	If moisture meter is working properly, 2 per week to verify	Tests selected randomly for each aggregate size.
		If moisture meter is not working, 4 every 8 hours of mixing plant operation	
		Additional tests if slump is out of control or variability is excessive	
Sampling Method	ASTM D 75	As specified for the individual material property.	

Table 3-3
Test Requirements
AGGREGATE, COURSE

Property	Method	Frequency	Remarks
Deleterious Substances	ASTM C 33	1 per week per batch plant, or as directed by COR	
Gradation	ASTM C 117 ASTM C 136	1 per shift per batch plant when concrete plant is operating	Tests selected randomly.
Moisture Content	ASTM C 566	If moisture meter is working properly, 2 per week to verify	Tests selected randomly for each aggregate size.
		If moisture meter is not working, 4 every 8 hours of mixing plant operation	
		Additional tests if slump is out of control or variability is excessive	
Sampling Method	ASTM D 75	As specified for the individual material property.	

Table 3-4
Test Requirements
FRESH CONCRETE

Property	Form	Method	Frequency	Remarks
Compression Cylinders (Quality Assurance)	MVNQC01 MVN 835	ASTM C 31 ASTM C 39	To be molded by the Contractor Quality Control Laboratory and tested by the Quality Assurance Laboratory. Mold one set of cylinders per 8 hour shift or for every 150 cubic yards placed.	Quality Assurance Cylinders shall be molded from the same sample of concrete that the Quality Control cylinders are molded.
Compression Cylinders (Quality Control)	MVNQC01 MVNQC02	ASTM C 31 ASTM C 39	To be molded and tested by the Contractor Quality Control Laboratory. Mold one set of cylinders per 8 hour shift or for every 150 cubic yards placed.	On randomly selected batches for each separate concrete mix produced. Cylinders used shall conform to paragraph 6.1 of ASTM C 31. Initial Cure in accordance with paragraph 10.1.2 of ASTM C 31.
			As a minimum; A set of test specimens for concrete with a 28-day specified strength shall consist of two cylinders to be tested at 7 days and two 6-inch by 12-inch cylinders or three 4-inch by 8-inch cylinders at 28 days. A set of test specimens for concrete with a 56-day or 90-day specified strength shall consist of two cylinders to be tested at 7 days, two 6-inch by 12-inch cylinders or three 4-inch by 8-inch cylinders at 28 days and two 6-inch by 12-inch cylinders or three 4-inch by 8-inch cylinders at 90 days.	
			Additional sets when mix proportions change or low strengths are detected.	
Compression Cylinders (QC- for putting concrete into service or other purposes indicated in paragraph 4.3 of ASTM C 31)	MVNQC01 MVNQC02	ASTM C 31 ASTM C 39	1 set of multiple pairs of QC cylinders per item to be evaluated.	Cylinders used shall conform to paragraph 6.1 of ASTM C 31. Initial Cure in accordance with paragraph 10.1.2 of ASTM C 31. Cylinders to be field cured shall conform to 10.2 of ASTM C 31.
Air Content Slump Temperature	MVNQC01 MVNQC02	ASTM C 231 ASTM C 143 ASTM C 1064	1 every time concrete cylinders are molded	On randomly selected batches for each separate concrete mix produced
			Plus 2 additional during each 8 hours of concrete production	
			Additional tests if workability variation is excessive.	

Chapter 4 Welding Inspection

1. Scope:

This chapter specifies methods and procedures for the Contractor Quality Control (QC) weld inspection for Group 1 and Group 2 carbon steels as defined by AWS D1.1, Table 3.1 and their ASTM A709 counterparts. Welding of sheet metal, reinforcement bars, castings, stainless steel, aluminum and other non ferrous metals are not included in this document and should reference the appropriate AWS or ASME Code. An approved schedule of welding procedures (WPS) is required before fabrication commences (Section 05 50 03.00 12). The Government will also perform checks, and assurance testing of control testing required by the Contractor.

2. Definitions:

- a. **Fracture Critical Welds.** Fracture critical members or member component welds as defined by ER 1110-2-8157 are tension members or tension components of bending members (including those subject to reversal of stress), the failure of which would be expected to result in collapse of the hydraulic steel structure. The designation “FCM” shall mean fracture critical member or member component. Members and components that are not subject to tensile stress under any condition of live load shall not be defined as fracture critical. FCMs, in general, are dewatering components (needle girders, bulkheads, needles), lifting eyes, or other tension members. This includes any members welded to these members as cracks could propagate to these members and cause failures also. These welds should either be shown on the drawings or called out in the specifications. Tubular welds are not applicable to AWS D1.5. AWS D1.5, Section 12 is the applicable code for these welds.
- b. **Other Welds.** These welds are the remaining welds that are not considered Fracture Critical Welds. AWS D1.1 is the applicable code for these welds.

3. Testing Personnel:

- a. **Visual Inspection.** Visual inspection shall be performed by Certified Welding Inspectors (CWI) that are qualified and certified in accordance with the provisions of AWS QC1. Verification of documentation may be obtained from the AWS web site. Note: Certification number is required for this verification.
- b. **Nondestructive Testing Technicians.** All ASNT Level III personnel shall be qualified in accordance with ASNT CP-189. Only individuals qualified for NDT Level II or individuals qualified for Level I and working under the direct supervision of a Level II shall perform nondestructive testing. Level I and Level II personnel shall be qualified in accordance with either ASNT CP-189 or ASNT SNT-TC-1A. Level III NDT Inspectors shall possess a currently valid ASNT Level III certificate in each of the processes they are qualifying inspectors to. Copies of the certifications, including the Level III NDT Technician that certified the Level I and Level II Technicians shall be included in the submittals. Verification of Level III documentation may be obtained from the ASNT web site. Note: Either Certification number or name is required for this verification.

4. Visual Inspection Requirements:

Visual inspection of welds shall conform to the requirements of AWS D1.1, Section 6, or AWS D1.5, Section 12, as applicable.

5. Nondestructive Testing Requirements:

- a. **Ultrasonic Testing.** Ultrasonic testing of welds shall conform to the requirements of AWS D1.1, Section 6, Part F or AWS D1.5, Subsection 12.16, as applicable.
- b. **Radiographic Testing.** Radiographic testing of welds shall conform to the requirements of AWS D1.1, Section 6, Part E or AWS D1.5, Subsection 12.16, as applicable. Only film types designated as “fine grain” or “extra fine” shall be employed.
- c. **Magnetic Particle, Liquid Penetrant Testing.** Magnetic particle and liquid penetrant testing of welds shall conform to the applicable provisions of ASTM E 709 or AWS D1.5 Subsection 12.16, as applicable and in addition all magnetic particle testing of welds shall be made using the Wet Contrasting Black on White Method.

6. Acceptance Criteria:

- a. **Visual, Magnetic Particle and Liquid Penetrant Testing.** Welds shall be unacceptable if shown to have defects prohibited by AWS D 1.1/D 1.1M, Section 6, Part C. Visual, magnetic particle and liquid penetrant testing acceptance criteria shall be for the applicable criteria for either “Cyclically Loaded Nontubular Connections” or “Tubular Connections” per AWS D 1.1/D 1.1M, Table 6.1. Fracture critical welds shall be unacceptable if shown to have defects prohibited by AWS D 1.5/D 1.5M, Section 12. All welds shall be assumed in tension for the acceptance criteria for visual and the appropriate nondestructive testing method.
- b. **Ultrasonic Testing.** Ultrasonic acceptance criteria shall be the applicable criteria for either “Cyclically Loaded Nontubular Connections” or “Tubular Connections, Class R”. Fracture critical welds shall be unacceptable if shown to have defects prohibited by AWS D 1.5/D 1.5M, Section 12. All welds shall be assumed in tension for the acceptance criteria for visual and the appropriate nondestructive testing method.
- c. **Radiographic Testing.** Radiographic acceptance criteria shall be the applicable criteria for either “Cyclically Loaded Nontubular Connections (Tensile Stress)” or “Tubular Connections”. Fracture critical welds shall be unacceptable if shown to have defects prohibited by AWS D 1.5/D 1.5M, Section 12. All welds shall be assumed in tension for the acceptance criteria for visual and the appropriate nondestructive testing method.

7. Frequency of Testing:

The frequency specified is the minimum required. The design engineer shall determine the required frequency and include this information in the specifications and/or drawings. The design engineer shall also specify the locations of radiographic testing.

- a. **Visual Inspection.** All welds shall be visually inspected by a CWI to insure compliance with the requirements of the applicable AWS Welding Code. Prior to any welding, a CWI shall visually inspect the preparation of material for welding to assure compliance with the applicable AWS Code (D1.1 or D1.5) and approved WPS. The CWI shall also perform VT inspection throughout the welding process to assure compliance with the applicable AWS Code (D1.1 or D1.5) and approved WPS. All completed welds shall be cleaned free of oxide, flux, scale, or other foreign matter before inspection.
- b. **Full Penetration Welds.** Full penetration welds shall be examined by the Contractor using ultrasonic testing (UT) procedures described above. In addition to the full penetration welds specified for testing, a randomly chosen twenty-five percent (25%) of the remaining full penetration welds shall be ultrasonically tested to ensure the quality of the procedure and process. The random testing shall include a representative sample of welds from all welders and each of the processes each welder used. The random testing shall be spread throughout the project.
- c. **Full Penetration Butt Splice Welds.** All full penetration butt splices shall be examined using ultrasonic testing (UT) and radiographic testing (RT) procedures described above. These welds shall be defined in the specification or noted on the drawings.
- d. **Fillet Welds and Partial Penetration Groove Welds.** Fillet welds and partial penetration groove welds shall be examined by the Contractor using magnetic particle testing (MT) procedures described above. In addition to the fillet and partial penetration welds specified for testing, a randomly chosen twenty-five percent (25%) of the remaining fillet and partial penetration welds shall be magnetic particle tested to ensure the quality of the procedure and process. The random testing shall include a representative sample of welds from all welders and each of the processes each welder used. The random testing shall be spread throughout the project.

8. Compilation of Test Data for Submittal:

The results of the test and inspections shall be recorded in the MVN database as directed in Appendix. Samples of the reporting forms and instruction for each form are provided on the MVN SharePoint site; **Test Form Examples** and are described as follows. The latest forms should be referenced on the MVN SharePoint site and described in Appendices. All data is to be submitted electronically **within 24 hours of completion of the tests by the laboratory performing the testing.**

- a. **MVNQW06** (Combined Weld Examinations). This form is to be used in reporting the inspection and testing of welded steel connections. Contract specifications shall govern the required compaction effort. The results shall be submitted electronically within 24 hours of the test.

Appendix A – Test Form Management

1. Report Numbering:

Each soil sample (location) is identified with a unique Test ID created by concatenating the Report No and Test No.

All soil sample locations will be reported on test forms with the same Report No and Test No throughout entire range of tests performed on that sample location. This is particularly important when reporting tests that contain 1 test per test form such as MVNQS03 (Sand Cone tests) and MVNQS02 (Compaction-Moisture Density Relationship).

It is also necessary to give the same Report No and Test No to each sample location for test form MVNQS06 (Unified Soil Classification System), MVNQS07 (Organic Content), and MVNQS10 (Field Density-Nuclear) which allow for entry of up to 5 soil samples. The soil tests included in a suite of tests allows for entry of 5 samples.

Examples of all forms are available on the SharePoint site for review.

2. Naming the Test Form Files:

Each file shall be named using the following convention:

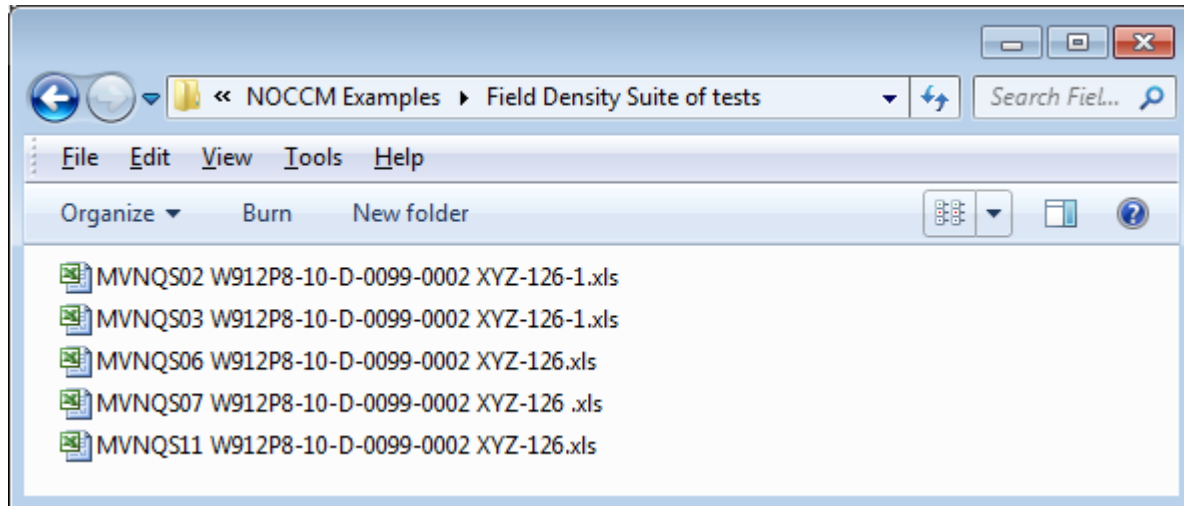
[Test Form Name][USACE Contract No][Report No][Test No (if necessary)]

Each part of the filename should be separated by a single space only, not a dash or other delimiter. Details of each portion of the filename convention are given below.

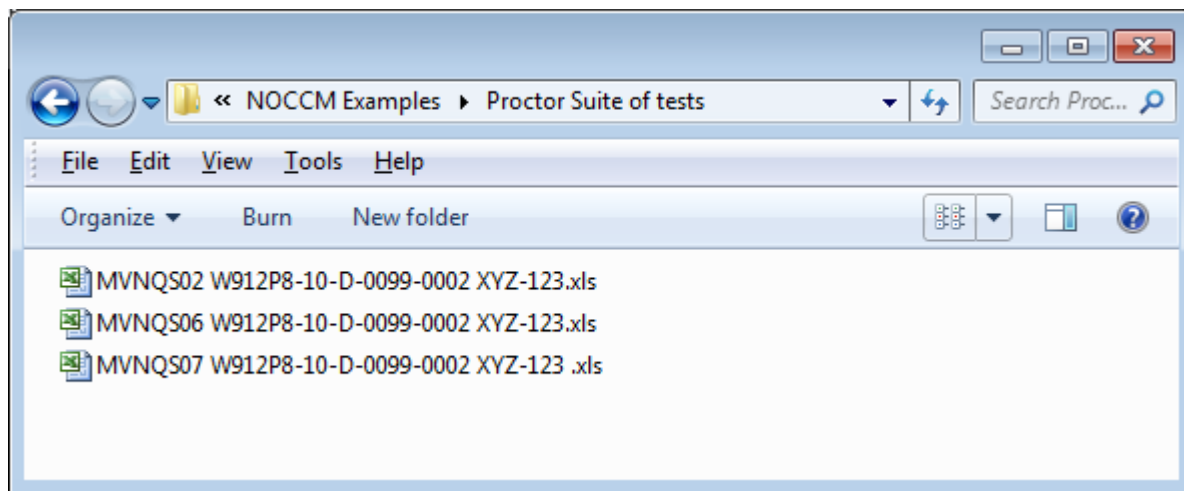
- **[Test Form Name]** is the name of the template MVNQ(C, S or W)##, for example MVNQS02. The variable letter are related to the type of test; C is for concrete, S is for soil and W is for Welds.
- **[USACE Contract No]** is the construction contract number. This must be the complete contract number including the task order if applicable. The contract numbers that contain a C or Z do not have task order numbers, whereas all contracts that contain a D have a task order number.
- **[Report number]** will be dependant on the labs report number system.
- **[Test No]** is only included in filename when necessary. This is applicable for tests reported 1 per form, as in the case of the exception listed below.

The exception to naming convention is dealing with forms that contain 1 test per test form such as MVNQS03 (Sand Cone tests), MVNQS02 (Compaction-Moisture Density Relationship) and MVNQS01 (Sieve Analysis). For these 3 Test Form types the file name will end with the Test No. The Test No is determined by the lab but should be unique to each soil sample and field location per Report No. See the Examples below for illustration of this.

Below is an example of file names for a suite of soil tests including 5 samples locations reported on a MVNQS11 (Field Density Nuclear) form, a MVNQS07 (Organic Content) form, a MVNQS06 (Unified Soil Classification System) form and a MVNQS03 (Field Density Sand Cone) form. These files are also the files included as example test forms on the SharePoint site. In this example The Report No is XYZ-126.



Below is another example for proctor data containing a MVNQS02 (Compaction-Moisture Density Relationship) test form, a MVNQS06 (Unified Soil Classification System) form and a MVNQS07 (Organic Content) form.



3. Submitting Test Forms:

All forms are to be submitted electronically **within 24 hours of completion of the tests by the laboratory performing the testing**. This is necessary since contract specifications require laboratory results to confirm compliance or failure before Contractor construction work can continue. Delays in submitting test results may result in construction delays that are to be avoided. Supporting documentation for tests should be submitted in PDF format with the same file naming convention. This completes the documentation record of data transfer to all parties.

4. How to Access USACE QACC SharePoint Site

In order to access the MVN Quality Assurance Control Center (QACC) SharePoint site each user must have an account. If a user does not have an account contact the MVN-CD Branch to receive a **USACE External Network Access Request** form. Once your account has been established you will have access to the QACC SharePoint site that contains MVNQ Test Form Templates, a QA Wiki, a QA Discussion area, a Shared Documents library, a Discrepancy Report library, and a library where completed test forms are to be uploaded; **Test Form**. The following is contact information for MVN-CD.

MVN-CD Phone;	(504) 862-2235
MVN-CD Email;	CEMVN-CD@Usace.Army.Mil
MVN-CD Public Webpage;	http://www.mvn.usace.army.mil/About/Offices/Construction.aspx
MVN QACC SharePoint;	https://partners.usace.army.mil/sites/MVN/QACC/default.aspx

5. Uploading test forms.

The exact procedure for uploading test forms to the MVN Quality Assurance Control Center (QACC) SharePoint is dependent on the computer system the user is using. Once an account has been established MVN-CD can assist each user individually by introducing the QACC system and going through the processes needed to upload test files and supporting documents. If at any point a user has questions please contact the MVN-CD-Q Branch for assistance.

Important notes before beginning the upload process; The QACC SharePoint site does have restrictions on characters (delimiters) that can be used for a file name. The following characters are not accepted by the QACC SharePoint site; \ / : * ? " < > | # { } % ~ &. If these characters are used, the QACC SharePoint site may lock up or give an error that indicates 'a nonexistent file'. If this occurs remove the delimiters used in the file name, upload the files again and verify that all files upload because this will stop the upload process for all the files. If it is determined that certain files did not upload repeat the upload process.

The second note is that the QACC SharePoint site will time out and requires logging back in after an extended time of inactivity. The QACC SharePoint site will not indicate it timed out until attempting to perform a function on the site. The site will return to the Log in screen. If this happens, the function previously being performed may not have been performed completely.

6. Revisions and Special Naming Considerations:

When resubmitting files with revisions, the same filename is to be used if possible. If a file is to be submitted to the QACC SharePoint site it is not necessary to include a revision indication in the file name, such as R1 or R2 in the filename. The test form revision should be judicated in the appropriate revision field on the form. The QACC SharePoint site does allow files to be uploaded to the **Test Form** library when the same file name exists. In general, the idea is to keep the filename as simple as possible and the same throughout the submittal and revision process. Do not add unnecessary details to the filename.

If more information is needed, see the Wiki or Discussion board on the MVN Quality Assurance Control Center (QACC) SharePoint. The QA managers are also available if there are other questions.

Appendix B - Material Testing Laboratory Requirements

1. Purpose:

All construction material testing laboratories used in support of the Contractor's Quality Control (QC) testing and the Government's Quality Assurance (QA) testing must receive validation by the Material Testing Center (MTC), Engineering and Research Development Center (ERDC), in Vicksburg Mississippi. This includes all Contractor and government on-site laboratories or commercial laboratories used either for QC or QA testing.

2. Applicability:

This procedure applies to all projects being managed by the New Orleans District for which testing of construction materials is conducted

3. References:

[ASTM E 329-06a, Agencies Engaged in the Construction Inspection and/or Testing](#)

[ER 1110-1-261 \(28 April 99\), Quality Assurance of Laboratory Testing Procedures](#)

[ER 1110-1-8100 \(31 Dec 97\), Laboratory Investigations and Testing](#)

Corps of Engineers Validated Laboratories;

Engineering Research and Development Center - Material Testing Center

<http://www.erd.c.usace.army.mil/Media/FactSheets/FactSheetArticleView/tabid/9254/Article/476661/materials-testing-center.aspx>

New Orleans Construction Division Operating Manual (CDOM), 1 March 2002

4. Responsibilities:

The Administrative Contracting Officer (ACO) / Contracting Officer's Representative (COR) is responsible for ensuring that all testing laboratories used for QC or QA testing are on the electronic validated list for the tests to be performed and for requesting that New Orleans District coordinate as necessary to pursue validation of a desired laboratory.

5. Procedures:

After award, the Contractor submits a QC Plan which delineates the scope of the testing program and identifies the testing laboratory (s) proposed specific tests. Contract specific Quality Assurance Plans will include requirements for QA verification testing by a Corps validated laboratory.

The Administrative Contracting Officer (ACO) / Contracting Officer's Representative (COR) will ensure that the QC laboratory is independent of the QA laboratory and will work with the Contractor if necessary to select another laboratory for QC or QA testing. The QC plan will

reflect the selected laboratories. If the laboratory proposed by the Contractor is not a currently validated lab, then the Administrative Contracting Officer (ACO) / Contracting Officer's Representative (COR) will notify the Contractor and request an inspection of the selected laboratory coordinated by MVN-CD-Q in accordance with the procedures described in Construction Division's Operating Manual (CDOM). For planning purposes, the validation process may require a period of six months to complete.

Briefly, the MTC validation process is described as follows:

Validation of a laboratory may consist of either (1) an inspection of the laboratory and their processes or (2) an audit of inspection reports and other documentation furnished by other validating agencies or organizations.

MTC will perform inspections in accordance with ASTM E 329 and applicable tests in ER 1110-2-1906 or tests required by project specifications.

The MTC may validate a laboratory if it has been accredited by the Concrete and Cement Reference Laboratory (CCRL) or AASHTO Materials Reference Laboratory (AMRL) within the past two years using ASTM E 329. Inspection by the MTC may be required after auditing if one or more of the critical testing procedures required in the project specifications were not included in the CCRL or AMRL inspection report or if there is any question that the laboratory may not be able to provide the required services for the specified tests.

More information about the validation process is available at the following:

Phone; (601) 634-3123

Email; MTC-info@usace.army.mil

Public Website;

<http://www.erdc.usace.army.mil/Media/FactSheets/FactSheetArticleView/tabid/9254/Article/476661/materials-testing-center.aspx>

6. Records:

Records demonstrating laboratory validation will be maintained by MTC web site for the most current laboratory listing.

Appendix C - Filling Out Test Form Templates

1. Test Form Templates:

The latest Construction Material Testing report forms are located at the following locations:

Navigate to the **MVNQ Test Form Template** library to download the most up to date forms.

<https://partners.usace.army.mil/sites/MVN/QACC/TFT/Forms/AllItems.aspx>

For access to the Extranet SharePoint site, follow procedures in Appendix A or contact the MVN Construction Division Quality Branch. Once access is granted, reference the Extranet SharePoint site to download the latest test form templates in the MVNQ Test Form Template library, as they are periodically updated and/or revised. Failure to submit the latest version of the test form template will prevent data from being loaded into the QACC database. The rejected form will be required to be resubmitted on the proper test form template.

The Test Form Examples library on the SharePoint site provides guidelines for completing several of the test form templates. Further information, definition and updates can be found in the MVNQTERMS documents and the QACC Wiki located on the Extranet SharePoint site.

On all forms, the Sample Date is defined as the date the test was performed in the field and not the date the sample was tested in the lab. Please use the Remarks section on each form for any comments that pertain to the tests performed. Comments may include items such as: meet specs, meet specs of xx% (for different types of material, say embankment is 90% compaction and trench is only 85%), in-situ material, failing tests reported to John Smith, etc. There is no such thing as too much detail or information.

This reporting and submittal system is to be used for all Corps of Engineers work in the MVN division.

2. MVNQ Terms Document:

The MVNQ Terms document located on the Extranet SharePoint site provides a list of terms that are referenced directly from the MVNQ Test Forms. This document will define the terms used on the MVNQ Test Forms, and in some cases, provide examples of the information needed in associated cells. If there is a term that is not provided, an error or a term that is not defined clearly please contact a QA Manager.

C-1 List of Forms

Form Name	Procedure(s)	Form ID
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Soil Testing Forms

#200 Wash and Sieve Analysis	ASTM C 117- C136	MVNQS01
Lab Compaction of Soil Standard Effort	ASTM D 698	MVNQS02
Density by Sand Cone	ASTM D 1556	MVNQS03
Unconfined Compression Strength	ASTM D 2166	MVNQS05
Classification of Soils – USCS	ASTM D 2487	MVNQS06
Moisture, Ash and Organic Matter of Soils	ASTM D 2974	MVNQS07
Moisture Content Determination	ASTM D 2216-4643	MVNQS09
In-place Density and Moisture of Soils	ASTM D 6938	MVNQS11
Field Density (Relative Density) - Nuclear Method	ASTM D 6938	MVNQS12

Concrete Forms

Concrete Compression Test	CCT	MVNQC01
Concrete Field Test	CFD	MVNQC02

Welding Forms

Welds – LIQUID	MVNQW06
Welds - MAGNETIC	MVNQW06
Welds - RADIO	MVNQW06
Welds - UT	MVNQW06
Welds - VISUAL	MVNQW06

Contractor Quality Control

attachments

....follow this page....

CONTRACTOR QUALITY CONTROL PLAN

Contract No. W912P8-__ - __ - __

Project Name: _____

Contractor: _____

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8.0 Quality Control Program

9.0 Forms

1.0 COMPANY POLICY

_____ Construction, Corp. considers quality control to be an inherent safeguard to ensure quality work and to guarantee that all work is done according to the contract documents in a professional manner. Noncompliance with plans and specifications must be detected promptly, and proper action taken to assure that this policy is a viable tool in monitoring the work.

2.0 PLAN PURPOSE

It is the intent of this Quality Control Plan (QCP) to establish and explain how this construction corporation plans to organize, control, and review all activities according to the plans and specifications provided by the U. S. Army Corps of Engineers with regard to quality for the above reference project. The plans primary purposes are to provide for the level of construction quality required by strict accordance with the plans and specifications.

3.0 QUALITY CONTROL ORGANIZATION

3.1 CQC System Manager

The CQC System Manager (CQCM) has front line responsibility for quality control. He will become thoroughly familiar with all aspects of the project and ultimately inspect all work to ensure quality is being maintained by all craftsmen, vendors and subcontractors. The CQCM is ultimately responsible for inspecting, documenting, and reporting to the contracting officer all aspects of the work described and detailed in the plans and specifications. He is responsible for implementing and enforcing the Quality Control Plan. His duties include, but are not limited to:

- a. Implementation of the 3-phase control system for all definable features of work.
- b. Day-to-day inspection of the work.
- c. Daily on site documentation
- d. Ensure that all in-place work meets or exceeds all minimum standards set forth in the plans and specifications.
- e. Detect discrepancies or problems on site and immediately bring the same to

the attention of the Contracting Officer's Representative, as should be necessary.

f. Preparation and review of submittals and certification of submittals prior to submission.

g. Maintain document control.

h. Maintain As-built conditions.

i. Interface with the owner and outside agencies as required.

The CQCM proposed for this project is _____. See section 4.0 for a copy of his resume'.

3.2 CQC System Manager Alternate

The CQC system manager alternate will assume responsibilities for all aspects of quality control as required by our Quality Control Plan and the Contract Documents should the CQCM not be able to perform his duties. The CQC system manager alternate for this project is _____.

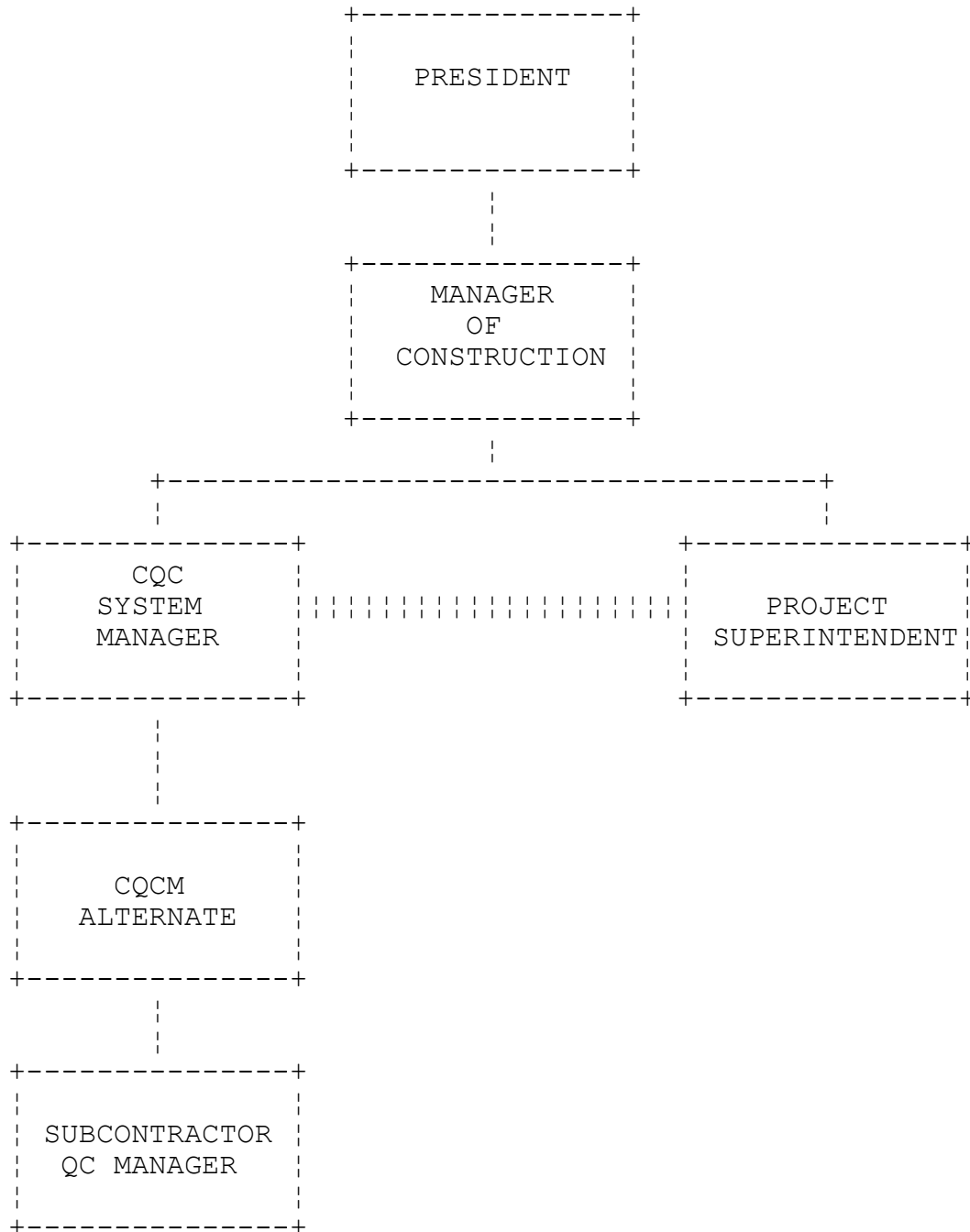
3.3 Manager of Construction

The Manager of Construction for this corporation is based in the home office in _____ and has a major responsibility for quality control through a supervisory role of the CQCM. The Manager of Construction will at all times keep the field forces focused on the company's commitment to quality in all phases of the work. The Manager of Construction will make routine visits to the site of work. The Manager of Construction for this company is _____.

4.0 RESUME OF PERSONNEL

Attached are resumes of all personnel in the above described organization. The Contracting Officer's approval will be requested before any staff changes occur, if they should become necessary.

**QUALITY CONTROL
ORGANIZATIONAL CHART
CONTRACT NO. W912P8-__-__-__**



4.1 Resume' of _____, CQC System Manager

Personal Data and Education

Date of Birth:

Residence:

Graduate of:

Completed courses in:

Professional Experience

4.2 Resume' of _____, CQCM Alternate

Personal Data and Education

Date of Birth:

Residence:

Graduate of:

Completed courses in:

Professional Experience

4.3 Resume' of _____, Manager of Construction

Personal Data and Education

Date of Birth:

Residence:

Graduate of:

Completed courses in:

Professional Experience

5.0 DESIGNATION OF CQC SYSTEMS MANAGER

(Contractor)

Date

Mr. _____

(Mailing Address)

SUBJECT: Contract No. W912P8-__-__-____
(Project Name)

Mr. _____:

This letter is to designate you as the Contract Quality Control Systems Manager for the subject project. In this capacity, you will be responsible for all aspects of quality control as required by our Quality Control Plan and the Contract Documents. You have complete authority to implement these programs including authorization to stop work which fails to comply with the requirements of the Contract Documents.

Sincerely,

_____, President

6.0 DESIGNATION OF CQC SYSTEM MANAGER ATERNATE

(Contractor)

Date

Mr. _____

(Mailing Address)

SUBJECT: Contract No. W912P8-__-__-____
(Project Name)

Mr. _____

This letter is to designate you as the Quality Control System Manager Alternate for the subject project. Should for any reason Mr. _____ not be able to perform his duties as CQCM, you will assume responsibility for all aspects of quality control as required by our Quality Control Plan and Contract Documents. To enable you to fulfill this responsibility, you have complete authority to implement these programs including authorization to stop work which fails to comply with the requirements of the Contract Documents.

Sincerely,

_____, President

7.0 PROCEDURES

7.1 Scheduling and Managing Submittals.

The CQCM will be the submittal manager. The CQCM has full authority to act for the firm in all submittal matters. His responsibilities include scheduling, review, updating and any submittals required from subcontractors.

Within 7 days of the Notice to Proceed, the CQCM will complete the submittal register contained in Section 01300 and submit to the Contracting Officer 4 copies for approval. Contractor schedule dates will be coordinated with the progress schedule and shall reflect 30-day minimum period for review and approval.

The CQCM will review the submittal register a minimum of every 10 days. The submittal register will be utilized to plan and monitor submittal progress so as to ensure timely approval of methods/materials prior to their scheduled need times. The submittal register will be available for inspection by the Contracting Officer at all times. An updated submittal register will be forwarded to the CO at 60-day intervals or as requested.

The CQCM will review the submittal register during preparatory phase of quality control to ensure that all submittals for the ensuing feature of work are approved and will take action to correct any deficiencies in submittal requirements.

All submittals required by the specifications or as needed for approval of deviation will be submitted by the CQCM in original and 4 copies utilizing ENG form 4025 in accordance with submittal register schedule dates or sooner. Prior to submittal, all shop drawings, data, samples, certifications, and test reports will be reviewed by the CQCM to ensure compliance with the contract requirements. Corrections and revisions will be requested where necessary.

7.2 Control Testing

7.2.1 Test List - A listing of all tests indicated in the contract specifications and additional tests as needed to establish quality control will be incorporated in the Contractor Quality Control Program found in section 8.0 of this plan. This listing will include the name of the test, specification para. number, feature of work tested, responsible person, and frequency.

7.2.2 Testing Facilities - The proposed testing lab for use on this project is:

_____ Testing Laboratories
PO Box _____
_____, LA _____

If required, a resume' of _____ facilities and personnel qualifications will be furnished to the Contracting Officer.

7.2.3 Test Records - All testing activities will be recorded on the CQC report, indicating the name of the test performed, specification paragraph reference, and

location performed. Results of the tests will be recorded on the daily CQC report or attachments. Actual test reports will be furnished promptly to the Contracting Officer as directed by the specifications.

7.3 Inspection

7.3.1 Materials - The CQCM will inspect all material/equipment deliveries for: (1) compliance with approved submittals, (2) damage, (3) correct dimensions and quantities, and (4) required labeling and documentation. The Contracting Officer will be notified of any materials/equipment failing to meet requirements. A record of inspection will be noted in the CQC report and any necessary corrective action will be initiated. Proper storage will be checked.

7.3.2 Off-Site Inspection - The CQCM will inspect manufacturing facilities and material sources as specifically directed by the specifications. Additional inspections will be conducted as necessary to ensure compliance with the specifications. The CQCM will record off-site surveillance activities in the CQC report. Where instances of noncompliance are observed, corrective action will be initiated.

7.3.3 On-Site Inspection - Each craftsman will be charged with the responsibility of performing his or her work in a workman like manner and continually striving for the highest degree of quality. Only craftsman who exhibit an ability to perform and desire to achieve quality will be employed.

The CQCM will routinely and continually inspect the work for compliance with contract documents. His duties, as outlined in 3.1 above, are for the purpose of maintaining and documenting the work as required to achieve a high degree of quality.

The Contract Quality Control Program outlined in paragraph 8.0 of this plan will provide an outline for the CQCM with regard to all definable features of the work. The CQCM's inspection of these work features will be accomplished through implementation of the 3-phase control procedure outline in para 7.4.

7.3.4 Completion Inspection - After completion of all work, the CQCM will conduct a completion inspection of all work features. A punchlist will be developed to identify all items which are not in compliance with the specifications and drawings. The CQCM will establish a date by which each deficiency will be corrected and note such date on the punchlist. A follow-up inspection will be conducted to verify completion of all punchlist items. The completion inspection and any resulting corrective action will be accomplished within the contract performance period. The Contracting Officer will be notified upon completion of the punchlist and corrective work. The punchlist will be made part of the Quality Control documentation by attachment to the CQC report.

7.4 Control Procedures

A 3-phase control system shall be implemented by the Quality Control staff to ensure that construction, including subcontractors and suppliers, complies with the requirements of the contract documents. This system of management will address each definable feature of work beginning with early planning stage requirements and ending with the finished work. Each phase will allow the opportunity to prevent problems and deficiencies and ensure that the accident prevention program is implemented. The 3 control phases are outlined in para 7.4.1 thru 7.4.3.

7.4.1 Preparatory Phase - This phase will be performed prior to beginning work on each definable feature of work. This phase will be conducted at a meeting involving the CQCM/Project Superintendent, QA personnel, and the foreman involved in the particular work feature. The Contracting Officer will be notified 48 hours in advance of the preparatory phase. This phase will include:

- a. A review of the applicable section of the specifications and contract drawings. (review specs)
- b. A review of the submittal register to ensure that all required submittals are submitted and approved. Take corrective action when necessary. Submittal data will be discussed to acquaint all team members with technical aspects and points particular to the work feature. (review submittals)
- c. A check to ensure that materials and equipment are in compliance with approved submittals and specifications. Verify that required materials/equipment are on hand and properly stored. (check material)
- d. Verify that preliminary work is completed.
- e. Review control testing requirements and verify that testing facilities are approved. Verify that necessary provisions are made for testing. (review testing)
- f. A consensus will be reached on planned construction procedures and the required level of quality expected from the CQCM in order to meet contract specifications. (set standards)
- g. Review appropriate Activity Hazard Analysis to assure safety requirements are met. The CQCM will inspect all equipment to ensure that minimum requirements for safety provisions in accordance with EM 385-1-1 and applicable regulations are met. (safety check)
- h. The above described activities will be documented on the COE form

"Preparatory Phase Checklist". This form will be attached to the CQC report and furnished to the Contracting Officer. Problems and deficiencies apparent during the preparatory phase and corrective action initiated will be noted in this report.

7.4.2 Initial Phase - This phase is performed once a representative portion of work has taken place for each definable feature of work and will be conducted at a meeting involving the CQCM/Project Superintendent and foreman involved in the particular work feature. The Contracting Officer will be notified 48 hours in advance of this phase. Initial phase will include:

- a. A check to ensure that preliminary work is completed.
- b. Verify that materials/equipment and construction procedures are in compliance with the contract documents.
- c. Review control testing requirements.
- d. Set standards of quality required to meet contract specifications.
- e. Review the Activity Hazard Analysis to ensure safety requirements are met. Check equipment for safety provisions.
- f. The above described activities will be documented on the COE form "Initial Phase Checklist". This form will be attached to the CQC report and furnished to the Contracting Officer. Problems and deficiencies apparent during the initial phase and corrective actions initiated will be noted in this report. The initial phase will be repeated any time the CQCM feels that quality standards and safety requirements must be reinforced.

7.4.3 Follow-Up Phase - This phase is accomplished through the daily inspections by the CQCM, also through performance of the required control testing. Follow-up phase efforts will ensure a continuation of quality and safety standards established during preparatory and initial phases until completion of the work feature. The CQCM's follow-up phase activities, including deficiencies noted, corrective action taken, and control testing results will be recorded in the daily CQC report.

7.5 Reporting and Documentation

The CQCM will maintain records of all quality control activities including documentation of control testing and inspection, and maintain integrity of the contract documents through use of the following described forms and procedures. Additional reports will be formulated or added as needed.

7.5.1 Daily Record - The CQCM will utilize the COE furnished forms titled "*Contractor Quality Control CQC Form*" to record daily control activities and resources used, work performed, and other data indicated on this form. The original and two copies will be furnished to the Contracting Officer within 12 hours of the reporting date. The CQCM will maintain copies for his files. Test reports will be included in the CQC report.

7.5.2 Control Phase Checklists - The CQCM will utilize the COE furnished forms entitled "*Preparatory Phase Checklist*" and "*Initial Phase Checklist*" to document these control phase activities. Original and two copies will be attached to the CQC report for the date on which the control phase is completed. A log will be posted at the jobsite office in chart form to record the dates on which preparatory and initial phases were completed for each definable feature of work so as to allow easy verification of control activities.

7.5.3 Tracking Construction Deficiencies - The form for tracking construction deficiencies is the Deficiency Report (DR). A DR can be issued by the CQCM/Project Superintendent or Manager of Construction. All DR's shall be kept and updated by the CQCM. The DR log will be available for inspection by the Contracting Officer. See attached forms for the example of a DR.

The DR tracking log will be in chart form and bound in a log book maintained on site. See attached example of the deficiency report tracking log. The DR log book is available for inspection by the Contracting Officer at all times.

A construction deficiency for the purposes of this plan is defined as:

1. An occurrence in which defective work or work lacking some essential part has been covered or is otherwise left as complete.
2. Products are furnished to the site or incorporated into the work which do not meet the conditions of the contract documents.
3. Inspection points or contract requirements affecting quality of the work that have not been met. Minor defects in work on which construction is underway is not to be considered a Construction Deficiency.

7.5.4 Contract Document Control - The CQCM will maintain a record in log form of the most up-to-date documents issued for construction and adjustments. No contract documents will be replaced or revised without receipt of a modification or direction from the Contracting Officer. The CQCM will maintain As-Built contract drawings.

7.6 Changes to the CQC Plan - Periodically, and at least once weekly, the CQCM

will review the CQC plan with the possible need for changes in mind. During the course of work on this contract, it is reasonable to expect the need for some changes to arise. When they do, the QC Manager will incorporate these changes in the form of written amendments and copies will be furnished to the Contracting Officer.

8.0 QUALITY CONTROL PROGRAM

(Sample only, this is done for each definable feature of work)

**Q. C. ACTIVITIES & TESTING REQUIREMENTS
FOR DEFINABLE FEATURES OF WORK**

CONTRACT W912P8-__-__-__

Definable Feature: Cast In-Place Structural Concrete
Section 03301

Definable Feature		Submittal	Quality Control Activities		
Description	Spec. Para.	Req'd	Description of Observation Procedure or Test Required	Freq.	Remarks
Concrete - Grout, Water	03301-15.1.4.1 03301-15.5.1.6	Submittal Register	Grout certificate, equipment & method used, & source of mixing & curing water	Once prior to placement	
Concrete - Finishing Formed Surfaces	03301-12.2	QC Report	Visually inspect all finishing is started within 24 hours of form removal, tie rod holes & defective concrete voids and honeycombs are filled properly, smooth surface	After each placement	
Concrete - Fine Aggregate	03301-15.2.1.1	QC Report	Sieve analysis and fineness modulus determination	At least once each delivery	Testing by _____ Laboratory
Concrete - Coarse Aggregate	03301-15.2.2	QC Report	Sieve Analysis	At least once each delivery	Testing by _____ Laboratory
Concrete - Moisture Test	03301-15.2.2.2	QC Report	Test for moisture content for each size coarse aggregate	At least once each delivery	Testing by _____ Laboratory
Concrete - Mixer Uniformity	03301-15.2.12	QC Report	Uniformity of concrete determined in accordance with ASTM C 94.	Prior to concrete placement & 1/ 6 mo	

**Q. C. ACTIVITIES & TESTING REQUIREMENTS
FOR DEFINABLE FEATURES OF WORK**

CONTRACT W912P8-__-__-__

Definable Feature: Cast In-Place Structural Concrete
Section 03301

Definable Feature		Submittal	Quality Control Activities		
Description	Spec. Para.	Req'd	Description of Observation Procedure or Test Required	Freq.	Remarks
Concrete	03301-5.3	Submittal Register	Submit batch plant details, mixer details, conveying methods and equipment, placing, joint clean-up, curing, and weather requirements	once 14 days prior to placement	
Concrete	03301-3.1.1	Submittal Register	Submit 500 lb sample of aggregate to Waterway Experiment Station for testing if an approved supplier is not used	Once prior to concrete placement	
Concrete	03301-5.1.1	Submittal Register	Submit concrete mixture proportion	Once	
Concrete - Materials	03301-5.1.2	Submittal Register	Submit cement cert. of compliance	Once	Testing by supplier or _____ Lab
	03301-5.1.5		Submit sieve analysis for aggregates		
	03301-5.2.3		Submit air-entraining agent cert. of compliance		
	03301-5.2.5		Submit curing compound cert. of compliance		

**Q. C. ACTIVITIES & TESTING REQUIREMENTS
FOR DEFINABLE FEATURES OF WORK
CONTRACT W912P8-__-__-__**

Definable Feature: Cast In-Place Structural Concrete
Section 03301

Definable Feature		Submittal	Quality Control Activities		
Description	Spec. Para.	Req'd	Description of Observation Procedure or Test Required	Freq.	Remarks
Concrete - Placement Preparations	03301-15.2.7	QC Report & LMV Form 1246	Visually & Measure as needed, prior to placement, foundations, const. joints, forms, embedded items, etc., to verify that concrete placement OK	Prior to placement	
Concrete - Air Content	03301- 15.2.6.1	QC Report	Test Concrete for air content	Twice per day	Use _____ Laboratory
Concrete - Slump	03301- 15.2.5.2	QC Report	Test Concrete slump	Twice per day	Use _____ Laboratory
Concrete - Placement	03301-15.2.8	QC Report	Visually inspect placement operations to verify proper equipment, methods, time interval, temp., yardage placed, & placement method	Each Placement	
Concrete - Curing	03301-13.2,4	QC Report	Inspect all surfaces subject to moist curing & impervious sheet curing	At least once/day	Including weekend/hol.
Concrete - Curing	03301-13.3	QC Report	Assure that curing compound is mixed properly, & meets minimum pressure and coverage requirements	After removal of forms	Measure & visual
Concrete - Vibration	03301-15.2.9	QC Report	Test frequency and amplitude of vibrator	Prior to 1st use & 1/month	

9.0 FORMS

CONTRACTOR QUALITY CONTROL (CQC) FORM

Contractor's Name

Daily Report No: _____

Date: _____

Contract No: W912P8-__-__-__

Project Title and Location: _____

Weather: _____ Rain: ____in. Temp: ____Min. ____ Max.

1. Contractor/Subcontractors and Area of Responsibility:

NUMBER	TRADE	HOURS	EMPLOYER	LOCATION/DESCRIPTION

2. Operating Plant of Equipment. (Not hand tools)

PLANT/ EQUIPMENT	DATE OF ARRIVAL/ DEPARTURE	LEASED/ OWNED L OR O	DATE OF SAFETY CHECK	HOURS USED	HOURS IDLE	HOURS REPAIR

CQC Report Form (Cont'd)

3. Work performed today: (Indicate location and description of work performed by prime and/or subcontractor by letter in table above.)

4. Results of control activities: (Indicate whether P - preparatory, I - Initial, or F - Follow-up Phase. When a P or I meeting is conducted, complete appropriate forms, attached.)

5. Test performed as required by plans and/or specifications:

6. Materials received:

CQC REPORT FORM (CONT'D)

7. Submittals Reviewed:

(a) Submittal No.	(b) Spec/Plan Reference	(c) By Whom	(d) Action

8. Off-site surveillance activities, including action taken:

9. Job Safety: (Report violations; Corrective instructions given, taken.)

10. Environmental Protection: (Report violations; Corrective instructions given, taken.)

11. Remarks: (Instructions received or given. Conflicts in Plans and/or Specifications.)

Contractor's Verification: On behalf of the contractor, I certify this report is complete and correct, and all materials and equipment used and work performed during this reporting period are in compliance with the plans and specifications, to the best of my knowledge, except as noted above.

Authorized CQC System Manager

Date

PREPARATORY PHASE CHECKLIST FORM

Contract No.: W912P8-__ - __

Date: _____

Definable Feature:

Government Representative Notified 48 Hours in Advance

Yes____ No ____

I. Personnel Present:

Name	Position	Company/Government

(List Additional Personnel on reverse side)

II. Submittals

1. Review Submittals and/or submittal log 4288. Have all submittals been approved? Yes____ No____

If No, what items have not been submitted?

a.

b.

c.

2. Are all materials on hand? Yes____ No____

If No, what items are missing?

a.

b.

c.

PREPARATORY PHASE CHECKLIST FORM (CONT'D)

3. Check approved submittals against delivered material. (This should be done as material arrives.) Comments:

III. Material storage

Are materials stored properly? Yes___ No___
If No, what action will be taken?

IV. Specifications:

1. Review each paragraph of specifications.

2. Discuss procedure for accomplishing the work. (Include labor and equipment to be used)

3. Clarify any differences from specifications.

V. Preliminary Work - Ensure preliminary work is correct.

If not, what action will be taken?

PREPARATORY PHASE CHECKLIST FORM (CONT'D)

VI. Testing

1. Identify test to be performed, frequency and by whom.

2. When required?

3. Where required?

4. Review Testing Plan.

VII. Safety

1. Review applicable portion of COE EM 385-1-1.

2. Activity Hazard Analysis Approved? Yes___ No___

3. All equipment checked and checklists recorded? Yes___ No___
If not, what action will be taken?

VIII. Corps of Engineers comments during meeting.

CQC Representative

INITIAL PHASE CHECKLIST FORM

Contract No.: W912P8-__-__-__

Date: _____

Definable Feature:

Government Representative Notified 48 Hours in advance Yes___ No___

I. Personnel Present:

Name	Position	Company/Government

(List Additional Personnel on Reverse Side)

II. Is work in full compliance with plans, specifications and submittals. Are procedures and quality control measures being used acceptable.

INITIAL PHASE CHECKLIST FORM (CONT'D)

III. Preliminary work. Ensure preliminary work is complete and correct. If not, what action will be taken?

IV. Establish Level of Workmanship.

1. Where is work located?

2. Quantity of work performed?

3. Is a sample panel required? Yes___ No___

4. Will the initial work be considered as a sample? Yes___ No___

V. Are standards of acceptance mutually agreed upon? Resolve any differences.

VI. Check Safety.

Review job condition using COE EM 385-1-1 and job hazard analysis. Comments:

CQC Representative

DEFICIENCY REPORT

Contract No.: W912P8-__-__-__

DCR NO.: _____

Project

Name: _____

Contractor:

Description of Deficiency:

Sketch Attached: Yes___ No___

Issued By: _____ Date: _____

Approved and Logged By: _____ Date: _____
CQCM

~~~~~

Planned Corrective Action:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CO or Representative: \_\_\_\_\_ Date: \_\_\_\_\_

CQCM: \_\_\_\_\_ Date: \_\_\_\_\_

Corrective Action Implemented: \_\_\_\_\_ Date: \_\_\_\_\_  
Project Super.

Corrective Action Inspected: \_\_\_\_\_ Date: \_\_\_\_\_  
CQCM

# DEFICIENCY REPORT TRACKING LOG

Contract No. W912P8-\_\_-\_\_-\_\_

| DR<br>NUMBER | DATE<br>ISSUED | ISSUED<br>BY<br>(Initial) | WORK FEATURE<br>(See DR Report<br>for details) | DATE<br>CORRECTED | DATE<br>INSPECTED | INSPECTOR<br>(INITIAL) |
|--------------|----------------|---------------------------|------------------------------------------------|-------------------|-------------------|------------------------|
|              |                |                           |                                                |                   |                   |                        |
|              |                |                           |                                                |                   |                   |                        |
|              |                |                           |                                                |                   |                   |                        |
|              |                |                           |                                                |                   |                   |                        |
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2023 Southwest Pass and South Pass Stone Repairs  
ED 23-0001

-- End of Section Table of Contents --

SECTION 01 57 20.00 12

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all labor, materials and equipment, and performing all work required for the prevention of environmental pollution and the handling, removal, transportation and disposal of any hazardous and/or regulated solid waste generated during and as the result of construction operations under this contract except for those measures set forth in other provisions of these contract specifications. For the purpose of this specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to man; or degrade the utility of the environment for esthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, and land. It involves management of noise, solid wastes, radiant energy and radioactive materials as well as other pollutants including hazardous wastes, materials, substances and chemicals.

1.2 MEASUREMENT AND PAYMENT

1.2.1 Environmental Protection

No separate measurement or payment will be made for environmental protection, including protection of fish and wildlife. Payment for the work covered under this section shall be distributed throughout the existing Pricing Schedule items.

1.2.2 Non-Regulated Waste

No separate measurement or payment will be made for the work associated with and the disposal of non-regulated debris not specifically covered elsewhere. Payment for the work associated with and disposal of non-regulated debris not specifically covered elsewhere shall be distributed throughout the existing Pricing Schedule items.

1.4.3 Hazardous/Regulated Waste

(a) If the Contractor generates hazardous and/or regulated solid wastes through his/her actions, no separate measurement or payment will be made for handling, removal, transportation and disposal of hazardous and/or regulated solid wastes. Payment for the work associated with and the disposal of hazardous/regulated solid waste generated by the Contractor shall be distributed throughout the existing Pricing Schedule items.

(b) If the Contractor uncovers an existing hazardous/regulated waste not Contractor generated, not shown on the drawings, and not specified herein, the Contractor shall notify the Contracting Officer's Representative immediately. Payment for handling, removal, transportation and disposal of hazardous and/or regulated solid wastes not Contractor generated, not shown on the drawings, and not specified

herein will be made as an equitable adjustment in contract price under the Clause in Section 00700 CONTRACT CLAUSES, entitled "CHANGES (FAR 52.243-4)." ."

### 1.3 APPLICABLE REGULATIONS

In order to prevent, and to provide for abatement and control of any environmental pollution arising from construction activities in the performance of this contract, the Contractor and his Subcontractors shall comply with all applicable Federal, State, and Local laws, and regulations as well as USACE regulations concerning environmental pollution control and abatement and any regulations referred to in the following paragraphs. For hazardous wastes, materials, substances and chemicals applicable regulations shall include, but are not limited to: USACE EM 385-1-1, LAC 33:V, LAC 33:VII, 29 CFR 1910, 29 CFR 1910.1200, 40 CFR 260, 40 CFR 261, 40 CFR 262, 40 CFR 263, 40 CFR 264, 40 CFR 265, 40 CFR 266, 40 CFR 268, 40 CFR 279, 40 CFR 355, 40 CFR 372-SUBPART D, and 49 CFR 171 - 178

### 1.4 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.

#### LOUISIANA ADMINISTRATIVE CODE (LAC)

|            |                                                                |
|------------|----------------------------------------------------------------|
| LAC 33:V   | Environmental Quality: Hazardous Waste and Hazardous Materials |
| LAC 33:VII | Environmental Quality: Solid Waste                             |

#### U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

|                  |                                                                                                   |
|------------------|---------------------------------------------------------------------------------------------------|
| 29 CFR 1910      | Occupational Safety and Health Standards                                                          |
| 29 CFR 1910.120  | Hazardous Waste Operations and Emergency Response                                                 |
| 29 CFR 1910.1200 | Hazard Communication                                                                              |
| 33 CFR 153.203   | Procedure for the Notice of Discharge                                                             |
| 40 CFR 260       | Hazardous Waste Management System: General                                                        |
| 40 CFR 261       | Identification and Listing of Hazardous Waste                                                     |
| 40 CFR 262       | Standards Applicable to Generators of Hazardous Waste                                             |
| 40 CFR 263       | Standards Applicable to Transporters of Hazardous Waste                                           |
| 40 CFR 264       | Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities |
| 40 CFR 265       | Interim Status Standards for Owners and Operators of Hazardous Waste Treatment,                   |



Storage, and Disposal Facilities

|                      |                                                                                                                       |
|----------------------|-----------------------------------------------------------------------------------------------------------------------|
| 40 CFR 266           | Standards for the Management of Specific Hazardous Wastes and Specific Types of Hazardous Waste Management Facilities |
| 40 CFR 268           | Land Disposal Restrictions                                                                                            |
| 40 CFR 279           | Standards for the Management of Used Oil                                                                              |
| 40 CFR 355           | Emergency Planning and Notification                                                                                   |
| 40 CFR 372-SUBPART D | Specific Toxic Chemical Listings                                                                                      |
| 49 CFR 171           | General Information, Regulations, and Definitions                                                                     |
| 49 CFR 171 - 178     | Hazardous Materials Regulations                                                                                       |

U.S. ARMY CORPS OF ENGINEERS (USACE)

|            |                                              |
|------------|----------------------------------------------|
| EM 385-1-1 | (2014) Safety and Health Requirements Manual |
|------------|----------------------------------------------|

1.5 SUBMITTALS

Government approval is required for submittals with a "G" designation. 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

Environment Pollution Control Plan; G, CD

1.6 QUALITY CONTROL

1.6.1 General

The Contractor shall establish and maintain quality control for environmental protection to assure compliance with contract specifications and maintain records of the Contractor's quality control for all construction operations including but not limited to the following:

(1) Submit plan of Environment Pollution Control Plan. For Contractor work activities (such as painting, metal finishing, etc.) that will involve bringing hazardous chemicals, hazardous substances or hazardous materials onto the project site, include in the plan a Hazard Communication Program and Safe Storage Plan. For Contractor activities that anticipate generation of hazardous wastes at the project site, include in the plan a waste identification / determination and waste disposal plan. For Contractor on-site activities that pose a risk of an oil or hazardous substance spill, include in the plan a Spill Reporting and Response Plan.

(2) Procure applicable Federal, State, and Local regulations on pollution control.

(3) Air Pollution - Checks made on dust, smoke, and noise.

- (4) Water Pollution - Checks made on disposal of water, oil, etc.
- (5) Land Pollution - Checks made on disposal of debris, restoration of temporary construction sites, etc.
- (6) Training Course for Employees.

#### 1.6.2 Reporting

The original and two (2) copies of these records, as well as the records of corrective action taken, shall be furnished to the Government daily. Format of report shall be as prescribed in Section 01 45 04.00 10, CONTRACTOR QUALITY CONTROL.

#### 1.7 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any non-compliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. 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. The Contractor shall make no part of the time lost due to any such stop orders the subject of a claim for extension of time or for excess cost of damages.

#### 1.8 SUBCONTRACTORS

Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.

#### 1.9 IMPLEMENTATION

Within ten (10) days after receipt of Notice of Award, or otherwise directed below, the Contractor shall:

- (1) Submit in writing his/her proposals for implementing environmental pollution control at the project site, disposal of debris, non-hazardous wastes and hazardous wastes generated at the project site as well as storage and management of regulated materials, substances and chemicals brought onto and used at the project site.
- (2) Meet with representatives of the Contracting Officer to develop mutual understanding relative to compliance with this provision and administration of the environmental pollution control program.
- (3) If applicable, submit a plan for the handling, removal, transportation and disposal of hazardous and/or regulated solid wastes generated because of the Contractor's operation.

##### 1.9.1 Environmental Assessment of Contract Deviations

The Contractor is advised that deviations from the drawings or specifications (e.g., proposed alternate borrow areas, disposal areas, staging areas, alternate access routes, etc.) could result in the requirement for the Government to reanalyze the project from an environmental standpoint. Deviations from the construction methods and

procedures indicated by the plans and specifications, which may have an environmental impact will require an extended review, processing, and approval time by the Government. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

### 3.1 PROTECTION OF LAND RESOURCES

#### 3.1.1 General

The land resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. The Contractor shall confine his/her construction activities to areas defined by the plans or specifications, including borrow areas to be cleared. The following additional requirements are intended to supplement and clarify the requirements of Section 00700, CONTRACT CLAUSES entitled, "CLEANING UP (FAR 52.236-12);" "PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (FAR 52.236-9);" and "OPERATIONS AND STORAGE AREAS (FAR 52.236-10)."

#### 3.1.2 Prevention of Landscape Defacement

Except in areas to be cleared and as provided in paragraph "Temporary Excavation and Embankments," the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without the approval of the Contracting Officer. Felling of trees shall be performed in such a manner as to avoid damage to trees to remain standing. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by the Contractor's operations or equipment; the Contractor shall adequately protect such trees. Earth that is displaced into uncleared areas shall be removed. All monuments and markers shall be protected before beginning operations near them. Any trees or other landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition at the Contractor's expense. Trees that are scarred shall be immediately painted with an acceptable tree wound paint. Any trees that are damaged beyond restoration shall be removed and disposed of as directed in paragraph "DISPOSAL OF NON-REGULATED DEBRIS."

#### 3.1.3 Temporary Excavation and Embankments

If the Contractor proposes to construct temporary roads, embankments and/or excavation for plant and/or work areas, the Contractor shall obtain approval of the Contracting Officer prior to start of such temporary work.

#### 3.1.4 Post-Construction Cleanup or Obliteration

The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, and stockpiles of excess or waste materials upon

completion of construction. The Contractor will be required to restore the construction area to near natural conditions that will permit the growth of vegetation.

### 3.1.5 Discovery of Previously Unknown Archaeological Remains and Artifacts

If during the course of work, archaeological artifacts (prehistoric or historic), unmarked graves, burials, human remains, or items of cultural patrimony are discovered, the Contractor shall stop work in the vicinity of the discovery and take all reasonable measures to avoid or minimize disturbance to the finds. The Contractor shall immediately inform their contacts at CEMVN, who will in turn contact CEMVN Historic Preservation (HP) staff. The Contractor shall not proceed with work in the vicinity of the discovery until CEMVN HP completes consultation with the State Historic Preservation Office (SHPO), and other consulting parties as required by 36 CRF 800 Protection of Historic Properties.

## 3.2 PROTECTION OF WATER RESOURCES

### 3.2.1 Contamination of Water

The Contractor shall not pollute lakes, ditches, rivers, bayous, canals, groundwater, waterways, or reservoirs with fuels, oils, bitumens, calcium chloride, insecticides, herbicides, or other similar materials harmful to fish, shellfish, or wildlife, or materials which may be a detriment to outdoor recreation.

### 3.2.2 Disposal of Materials

The methods and locations of disposal of materials, wastes, effluents, trash, garbage, oil, grease, chemicals, etc., within the right-of-way limits shall be such that harmful debris will not enter lakes, ditches, rivers, bayous, canals, groundwater, waterways, or reservoirs by erosion, and thus prevent the use of the area for recreation or present a hazard to wildlife.

### 3.2.3 Erosion Control

Surface drainage from cuts and fills within the construction limits, whether or not completed, and from borrow and waste disposal areas, shall, if turbidity producing materials are present, be held in suitable sedimentation ponds or shall be graded to control erosion within acceptable limits. Temporary erosion and sediment control measures such as berms, dikes, drains, hay bales, erosion control fences or curtains, or sedimentation basins, if required to meet the above standards, shall be provided and maintained until permanent drainage and erosion control facilities are completed and operative. The area of bare soil exposed at any one time by construction operations shall not exceed that necessary to perform the work. Stream crossings by fording with equipment shall be limited to control turbidity and in areas of frequent crossings temporary culverts or bridges shall be installed. Any temporary culverts or bridges shall be removed upon completion of the project. Fills and waste area shall be constructed by selective placement to eliminate silts or clays on the surface that will erode and contaminate adjacent streams.

## 3.3 PROTECTION OF FISH AND WILDLIFE

The Contractor shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife.

The Contractor will not be permitted to alter water flows or otherwise disturb native habitat adjacent to the project area that are critical to fish or wildlife.

### 3.3.1 West Indian Manatee

a. The West Indian Manatee may occur in the Mississippi and Atchafalaya Rivers. The Contractor shall instruct all personnel associated with the project of the potential presence of manatees in the area, and the need to avoid collisions with these animals. All construction personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act of 1972 and the Endangered Species Act of 1973. The Contractor will be responsible for any manatee harmed, harassed, or killed as a result of construction activities not conducted in accordance with these specifications.

b. The following special operating conditions are to be employed if a manatee(s) is present in the project area:

(1) If a manatee(s) is sighted within 100 yards of the project area, all appropriate precautions shall be implemented by the Contractor to ensure protection of the manatee. These precautions shall include the operation of all moving equipment no closer than 50 feet of a manatee. If a manatee is closer than 50 feet to moving equipment or the project area, the equipment shall be shut down and all construction activities shall cease to ensure protection of the manatee. Construction activities shall not resume until the manatee has departed and the 50-foot buffer has been re-established.

(2) If a manatee(s) is sighted in the project area, all vessels associated with the project shall operate at "no wake/idle" speeds at all times while in waters where the draft of the vessel provides less than a 4-foot clearance from the bottom, and vessels shall follow routes of deep water whenever possible. Boats used to transport personnel shall be shallow-draft vessels, preferably of the light-displacement category, where navigational safety permits.

(3) If siltation barriers are used, they shall be made of material in which manatees cannot become entangled, are properly secured, and are regularly monitored to avoid manatee entrapment.

(4) Manatee Signs. Prior to commencement of construction, each vessel involved in construction activities shall display at the vessel control station or in a prominent location, visible to all employees operating the vessel, a temporary sign at least 8-1/2-inches x 11-inches reading as follows:

CAUTION: MANATEE HABITAT  
IDLE SPEED IS REQUIRED IN CONSTRUCTION AREA.

In the absence of a vessel, a temporary 3-feet x 4-feet sign reading as follows:

CAUTION: MANATEE AREA

A second temporary sign measuring 8-1/2-inches x 11-inches will be posted

at the vessel operator control station and at a location prominently adjacent to the issued construction permit reading as follows:

CAUTION: MANATEE HABITAT  
EQUIPMENT MUST BE SHUTDOWN IMMEDIATELY IF A  
MANATEE COMES WITHIN 50 FEET OF OPERATION.

The Contractor shall remove the signs upon completion of construction.

c. Any sightings of manatees, or collisions with a manatee, shall be reported immediately to the Corps of Engineers. The point of contact within the Corps of Engineers will be Jeff Corbino, (504) 862-1958, jeffrey.m.corbino@usace.army.mil. At no time should manatees be physically harmed by any measures undertaken to induce manatees to leave the immediate work area.

### 3.4 JANITOR SERVICES

The Contractor shall furnish daily janitorial services for all the offices, shops, laboratories, or other buildings being used by the Contractor or Government employees, whether existing or Contractor furnished, and perform any required maintenance of the facilities and grounds during the life of the contract. Toilet facilities shall be kept 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 buildings are in daily use. Services shall be accomplished to the satisfaction of the Contracting Officer. The Contractor shall also provide daily trash collection and cleanup of the buildings and adjacent outside areas, snow removal as required, and shall dispose of all discarded debris, aggregate samples and concrete test samples in a manner approved by the Contracting Officer.

### 3.5 DISPOSAL OF NON-REGULATED DEBRIS

#### 3.5.1 General

Debris resulting from construction operations for these contract specifications is generally non-water soluble, non-hazardous and inert demolition material as well as brush and timber from cut, downed, and dead trees resulting from clearing operations, abandoned piles, and other debris. This construction/demolition debris may, at the Contractor's option, be disposed of either by chipping or removal from the site. The Contractor shall make a reasonable effort to utilize this latter method to channel materials of value resulting from clearing operations into beneficial use. Such disposal shall comply with all applicable federal, state and local laws. The Contractor shall, at his option, either retain for his own use or dispose of by sale or otherwise, 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 jobsite before the completion date of the work.

#### 3.5.2 Chipping

All cut timber, down timber, dead timber, branches and brush may be chipped. The chips shall be hauled either to stockpiles indicated in the jobsite specifications and before-construction drawings or to other locations approved by the Contracting Officer. The chips shall be deposited in these areas in either piles or windrows. At the option of the Contracting Officer, the chips may be spread over jobsite areas as a dust

preventive measure, or may be used within the construction area as mulch for plantings. However, disposal by spreading shall be acceptable only in areas where the wood chips cannot be washed either into ditches or streams or off the right-of-way by rainfall runoff.

### 3.5.3 Removal from Jobsite

The Contractor may elect to remove all debris resulting from contract operations from the jobsite. Such disposal shall comply with all applicable federal, state and local laws. The Contractor shall, at his option, either retain for his own use or dispose of by sale or otherwise, 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 jobsite before the completion date of the work.

### 3.6 DISPOSAL OF HAZARDOUS AND/OR REGULATED SOLID WASTES

If any hazardous or regulated solid wastes will be generated as a result of the Contractor's operations, the Contractor shall submit a plan that details the proper handling, removal, transportation and disposal of such wastes. The plan shall identify what types of hazardous and/or regulated solid wastes will be generated and shall list the hazards involved with each waste. All waste generated on-site by the Contractor must be properly identified within thirty (30) days of generation. No regulated wastes shall be allowed to accumulate on-site for more than 90 days. Regulated solid wastes are those listed in the LAC 33:VII. The plan shall include Safety Data Sheets (SDS), if applicable, for all wastes expected to be generated. The plan shall include, but not be limited to the following:

- (a) Hazardous waste shall be placed in closed containers and shall be shielded adequately to prevent dispersion of the waste by wind or water. Any evidence of improper storage shall be cause for immediate shutdown of the project until corrective action is taken.
- (b) Nonhazardous waste shall be stored in containers separate from hazardous waste storage areas.
- (c) All hazardous waste shall be transported by a licensed transporter in accordance with LAC 33:V and 49 CFR 171, Subchapter C.
- (d) All nonhazardous waste shall be transported in accordance with local regulations regarding waste transportation.
- (e) In addition to the number of manifest copies required by LAC 33:V, one copy of each manifest will be supplied to the Contracting Officer prior to transportation.
- (f) The plan shall identify what types of hazardous and/or regulated solid wastes will be generated and shall list the hazards involved with each waste.

#### 3.6.1 Hazardous Wastes

For the handling, removal, transportation and disposal of any generated hazardous wastes, the plan shall conform to the requirements of 40 CFR 260 thru 40 CFR 268, 49 CFR 171 - 178 as well as other applicable Federal, State and Local regulations. All employees of the Contractor or Subcontractors that will be directly involved in the handling and/or

removal of hazardous wastes shall be trained in accordance with 29 CFR 1910.120. In addition, the employees shall have undergone a medical evaluation in accordance with 29 CFR 1910.120. The Contractor shall include copies of employees' certifications and medical examinations as part of the plan specified herein. The plan shall also address the proper Personnel Protective Equipment (PPE) that the employees will be required to wear during the handling and removal of hazardous wastes. The Contractor shall obtain an EPA ID# and Hazardous Waste Disposal Manifests and shall sign the manifests as the generator. Wastes shall be transported via state and Federal approved hazardous waste transporter and treated, stored or disposed of at a RCRA (Resource Conservation and Recovery Act of 1976) permitted treatment, storage and disposal (TSD) facility. Copies of licenses and certifications of the transporter and TSD shall be included in the plan. The plan shall list the name and address of each transporter and TSD to be utilized. The Contractor shall be responsible for any sampling and analysis required by the TSD for characterization purposes. The Contractor shall submit to the Contracting Officer completed copies of all Hazardous Waste Disposal Manifests within five (5) days after ultimate disposal at the TSD. Other regulations applicable to the handling, removal, transportation and disposal of hazardous wastes are: 40 CFR 261; 40 CFR 262; 40 CFR 268; and LAC 33:V.

### 3.6.2 Regulated Solid Wastes

For the handling, removal, transportation and disposal of any generated regulated solid wastes, the plan shall conform to the requirements of LAC 33:VII. Solid wastes shall be transported to a Federal and state approved TSD, oil recycler or Industrial Type I Landfill. The Contractor shall identify in the plan how he/she intends to dispose of each solid waste. The plan shall include the name, address, licenses and certifications of each disposal facility that will be used. If disposal manifests are required, the Contractor shall sign them as the generator. The Contractor shall be responsible for any sampling and analyses that may be required by the disposal facility(ies) for characterization purposes. Licenses and certifications of the transporter and disposal facilities shall be included in the plan. The Contractor shall submit to the Contracting Officer a completed copy of any waste disposal manifests within five (5) days after ultimate disposal.

### 3.6.3 Laboratory Accreditation

All laboratory testing for waste determinations shall be performed by a laboratory which has received accreditation from the Louisiana Department of Environmental Quality (LDEQ) laboratory certification program. The name and address of the laboratory shall be included in the "Waste Classification, Handling, and Disposal Plan."

### 3.7 MAINTENANCE OF POLLUTION CONTROL FACILITIES

During the life of this contract the Contractor shall maintain all facilities constructed for pollution control under this contract as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. Early in the construction period the Contractor shall conduct a training course that will emphasize all phases of environmental protection.



### 3.8 REPORTING OF POLLUTION SPILLS

In the event that an oil spill or chemical release occurs during the performance of this contract, the Contractor is required to contact the National Response Center, telephone number 1-800-424-8802 as soon as possible, or if telephone communication is not possible, the nearest U.S. Coast Guard office may be contacted by radio to report the spill, (33 CFR 153.203). The Contractor shall comply with any instructions from the responding agency concerning containment and/or cleanup of the spill.

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SECTION 01 78 02.00 10

CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No separate measurement and payment will be made for providing Closeout Submittals, including "As-Built" drawings required under this section. All costs associated therewith shall be included in the applicable unit prices or job prices contained in the Pricing Schedule.

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation. 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-02 Shop Drawings

"As-Built" Drawings; G, DO

The Contractor shall submit full-scale drawings showing final "As-Built" conditions of the project. The final (red-lined) "As-Built" drawings shall consist of 3 sets (an original and two color copies) and 3 electronic (.PDF) copies on CD-R of the approved working as-builts.

1.3 PROJECT RECORD DOCUMENTS

1.3.1 "As-Built" Drawings

This paragraph covers "As-Built" drawings complete, as a requirement of the contract. The terms "drawings," "contract drawings," "drawing files," "working "As-Built" drawings" and "final "As-Built" drawings" refer to contract drawings which are revised to be used for final "As-Built" drawings.

1.3.1.1 Working "As-Built" and Final "As-Built" Drawings

The Contractor shall revise three (3) full size 22" x 34" sets of paper drawings by red-line process to show the "As-Built" conditions during the prosecution of the project. These working "As-Built" marked drawings shall be kept current on a weekly basis and at least one set shall be available on the jobsite at all times. Changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. The working "As-Built" marked prints and final "As-Built" drawings will be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor prior to submission of each monthly pay estimate. If the Contractor fails to maintain the working and final "As-Built" drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the "As-Built" drawings.

This monthly deduction will continue until an agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of updated drawings. The working and final "As-Built" drawings shall show, but shall not be limited to, the following information:

- a. The actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the "As-Built" drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.
- b. The completion date of the stone foreshore dike and jetty repair reaches , and the upstream and downstream limits of the stone foreshore dike and jetty repair reaches.
- c. The location and dimensions of any changes within the building structure.
- d. Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.
- e. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor; including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
- f. The topography, invert elevations and grades of drainage installed or affected as part of the project construction.
- g. Changes or modifications which result from the final inspection.
- h. Where contract drawings or specifications present options, only the option selected for construction shall be shown on the final "As-Built" prints.
- i. If borrow material for this project is from sources on Government property, or if Government property is used as a spoil area, the Contractor shall furnish a contour map of the final borrow pit/spoil area elevations.
- j. Systems designed or enhanced by the Contractor, such as HVAC controls, fire alarm, fire sprinkler, and irrigation systems.
- k. Modifications will be shown in accordance with the following procedures:
  - (1) Directions in the modification for posting descriptive changes shall be followed.
  - (2) A Modification Triangle shall be placed at the location of each deletion.
  - (3) For new details or sections which are added to a drawing, a

Modification Triangle shall be placed by the detail or section title.

(4) For minor changes, a Modification Triangle shall be placed by the area changed on the drawing (each location).

(5) For major changes to a drawing, a Modification Triangle shall be placed by the title of the affected plan, section, or detail at each location.

(6) For changes to schedules or drawings, a Modification Triangle shall be placed either by the schedule heading or by the change in the schedule.

(7) The Modification Triangle size shall be 1/2 inch on a side unless the area where the circle is to be placed is crowded. Smaller size circle shall be used for crowded areas.

#### 1.3.1.2 Drawing Preparation

The "As-Built" drawings shall be modified as may be necessary to correctly show the features of the project as it has been constructed by bringing the contract set into agreement with approved working "As-Built" prints, and adding such additional drawings as may be necessary. These working "As-Built" marked prints shall be neat, legible and accurate. These drawings are part of the permanent records of this project and shall be returned to the Contracting Officer after approval by the Government. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at no expense to the Government.

#### 1.3.1.3 Final "As-Built" Drawings

When final revisions have been completed, the cover sheet drawing shall show the wording in red print "RECORD DRAWING AS-BUILT" followed by the name of the Contractor and the contract number in letters at least 1/2 inch high. All other contract drawings shall be marked in red print either "AS-Built" drawing denoting no revisions on the sheet or "Revised As-Built" denoting one or more revisions. Original contract drawings shall be dated in the revision block. Within twenty (20) days after Government approval of all of the working as-built drawings, the Contractor shall prepare the final "As-Built" drawings for that phase of work and submit to the Government for review and approval. The Government will promptly return one set of prints annotated with any necessary corrections. Within ten (10) days the Contractor shall revise the "As-Built" drawings accordingly at no additional cost and submit one set of final "As-Built" prints, two color copies, and three PDF files on CD-R for the completed phase of work to the Government. Within ten (10) days of substantial completion of all phases of work, the Contractor shall submit the final "As-Built" drawing package for the entire project. The submittal shall consist of three sets of the approved working "As-Built" drawings (one original and two color copies) and three electronic (.PDF) copies on CD-R. Paper prints and storage media submitted will become the property of the Government upon final approval. Failure to submit final "As-Built" drawing files and marked prints as specified shall be cause for withholding any payment due the Contractor under this contract. Approval and acceptance of final "As-Built" drawings shall be accomplished before final payment is made to the Contractor.

1.4 FINAL CLEANING

The premises shall be left clean. The site shall have waste, surplus materials, and rubbish removed. The project area shall have temporary structures, barricades, project signs, and construction facilities removed.

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2023 Southwest Pass and South Pass Stone Repairs  
ED 23-0001

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STONE PLACEMENT

PART 1 GENERAL

1.1 SCOPE OF WORK

1.1.1 General

The work provided for herein consists of furnishing all plant, materials, equipment, and labor and performing all operations in connection with flotation channel excavation for placing stone, and moving from jobsite to jobsite, where required by this contract. The work required under this contract is divided into three work efforts as described in the following subparagraphs.

1.1.1.1 Stone Foreshore Dike Repairs

Stone foreshore dike repairs consist of the placement of graded stone over the existing damaged stone dike surfaces to attain the required typical foreshore dike repair section in the "before-construction" drawings.

1.1.1.2 Stone Jetty Repairs

Stone jetty repairs consist of the placement of graded stone over the existing damaged stone jetty and stone jetty head surfaces to meet the required typical jetty repair section in the "before-construction" drawings. Jetty stone may be placed in foreshore dike stone locations.

1.1.1.3 Flotation Channel Excavation

Flotation channel excavation consists of excavating material in a trapezoidal channel as shown in the "before-construction" drawings where needed for access to perform stone repairs.

1.2 MEASUREMENT

1.2.1 Contractor Furnished Stone

The unit of measurement of stone satisfactorily placed in the work will be the ton (2,000 pounds). Quantities will be computed to the nearest whole ton. If delivered by barge, the Contracting Officer's Representative will measure stone for payment by weight determined by barge displacement. The Contractor shall furnish the Contracting Officer with any barge displacement tables not previously approved by the Contracting Officer at least ten (10) days prior to unloading stone from any barge. No barge shall be used for stone delivery that has not been approved by the Contracting Officer. The Contractor shall furnish with the barge displacement table a drawing or sketch of each barge, dimensioned in sufficient detail to permit checking of the tables. The drawing shall show, as a minimum, the length, width, and depth of the barge, and dimensions of rake or rakes. Each such table shall have its accuracy certified by a person or firm, other than the Contractor, customarily performing this service and whom the Contracting Officer has approved. Each table submitted shall show the name and/or number of the barge, the

barge dimensions, the barge owner, the name of the fabricator, certification, and date of certification of the person or firm preparing the table. All new or modified barges shall be field checked for current dimensions by the Contractor, in the presence of the Contracting Officer's Representative. Each table submitted shall contain in parallel columns, the freeboard of the barge in feet and tenths from zero to the full depth of the barge, and the corresponding gross displacement to the nearest ton. Each barge shall be suitably marked with two (2) displacement gauge lines along each side of the barge. Each gauge line shall be painted perpendicular to the edge of the barge and be no less than four (4) inches wide and one (1) foot long, on both the deck and side of the barge. Barges with rakes shall have the displacement gauge lines placed at each corner of the box section between the rakes. If a barge has a box end or ends, the gauge lines shall be placed approximately four (4) feet from the box end. The freeboard will be measured at the four (4) gauge locations and the displacement determined by the use of the "MVD Standard Barge Tables" from the average of these measurements. The displacement shall be determined before and after the barge is unloaded and the difference between these values shall be the quantity delivered. All barge measurements will be taken without adjustment for the degree of salinity in the water. The Contractor shall, during bid preparation, estimate the degree of salinity present in the water and include any adjustments in the applicable stone bid prices. All barge displacement measurements will be taken assuming fresh water. When stone, not handled by barge, is delivered by truck from a quarry or railroad siding, it shall be weighed on approved scales before being placed in the work. The scales shall be located as near the jobsite as is practicable and shall be tested as often as necessary to ensure accurate weights, as determined by the Contracting Officer. The Contractor shall furnish the scales and shall weigh the stone in the presence of a Contracting Officer's Representative, who will certify to the correctness thereof. Weight certificates furnished by a public Weigh Master will be acceptable in lieu of such procedures when authorized by the Contracting Officer. The quantity of stone placed in the work will be reasonably estimated at each individual jobsite and quantities adjusted upon completed use of a barge of material, or completion of the contract. No barge loaded with stone and delivered for use in the contract work shall be used or removed until the inspector has made measurements to determine the quantities delivered and/or used.

#### 1.2.2 Mobilization and Demobilization

No measurement will be made for mobilization and demobilization.

#### 1.2.3 Subsequent Mobilization and Demobilization

No measurement will be made for subsequent mobilization and demobilization.

#### 1.2.4 Flotation Channel Excavation

Measurement for flotation channel excavation will be made by the cubic yard. Quantities will be computed to the nearest whole cubic yard as determined by the compliance surveys.

### 1.3 PAYMENT

#### 1.3.1 Contractor Furnished Stone

##### 1.3.1.1 Foreshore Dike Repairs and Jetty Repairs

Payment for stone placed in foreshore dike repairs and jetty repairs will be made at the applicable contract unit price per ton for "Southwest Pass Foreshore Dike 2200 lb. Stone Repairs", "Southwest Pass Jetty Stone A Repairs", "South Pass Jetty Stone A Repairs", "Southwest Pass Foreshore Dike 2200 lb. Stone Repairs - OW", if Optional Work is exercised, "Southwest Pass Jetty Stone A Repairs - OW", if Optional Work is exercised, "Southwest Pass Jetty Stone B Repairs - OW", if Optional Work is exercised, "South Pass Jetty 2200 lb. Stone Repairs - OW", if Optional Work is exercised, or "South Pass Jetty Stone A Repairs - OW", if Optional Work is exercised, within the respective jobsite limits. Price and payment shall constitute full compensation for furnishing all material, equipment, labor, surveys and gradation tests, placing stone and dressing slopes, and other incidental work as specified herein and as shown on the contract drawings. Stone placed more than fifty (50) feet beyond the Task Order limits or one (1) foot or more above the design grade, as determined by the profile, will not be paid for.

##### 1.3.2 Mobilization and Demobilization

Payment for mobilization and demobilization will be made at the contract job price for "Mobilization and Demobilization" in accordance with provisions of the Section 00700 CONTRACT CLAUSES entitled "PAYMENT FOR MOBILIZATION AND DEMOBILIZATION" (DFARS 252.236-7004). Price and payment shall constitute full compensation for furnishing all plant and equipment to Southwest Pass, mile 0.0. All additional costs in connection with mobilization and demobilization shall be distributed throughout the existing Task Order Pricing Items.

##### 1.3.3 Subsequent Mobilization and Demobilization

Payment for any subsequent mobilization and demobilization will be made at the contract job price for "Subsequent Mobilization and Demobilization - OW", if Optional Work is exercised and NOTE 8 of the Pricing Schedule is satisfied, in accordance with provisions of the Section 00700 CONTRACT CLAUSES entitled "PAYMENT FOR MOBILIZATION AND DEMOBILIZATION" (DFARS 252.236-7004). Prices and payments for any subsequent mobilization and demobilization shall constitute full compensation for furnishing all plant and equipment to the locations specified. All additional costs in connection with any subsequent mobilization and demobilization shall be distributed throughout the existing Task Order Pricing Items.

##### 1.3.4 Flotation Channel Excavation

Payment for flotation channels will be made at the contract unit price per cubic yard for "Flotation Channel Excavation - OW", if Optional Work is exercised. Price and payment shall constitute full compensation for furnishing all plant, labor, materials and equipment for excavation of the flotation channels; including surveys, removal of any materials, maintenance, removal of obstacles to construction, dressing slopes, and other incidental work; as specified herein and as shown on the drawings.

#### 1.3.4.1 Disposal of Debris

Payment for disposal of debris shall be in accordance with Section 01 57 20.00 12 ENVIRONMENTAL PROTECTION.

#### 1.4 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.

ASTM INTERNATIONAL (ASTM)

|            |                                                                                                                  |
|------------|------------------------------------------------------------------------------------------------------------------|
| ASTM C 127 | (2004) Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate |
|------------|------------------------------------------------------------------------------------------------------------------|

#### 1.5 QUALITY CONTROL FOR MATERIALS

##### 1.5.1 General

The Contractor shall inspect all stone sources before they are incorporated into the work for compliance with this section. Any material found to be defective will be rejected. All information pertaining to the inspection shall be recorded and included in quality control reports furnished the Contracting Officer. The inspections shall include, but will not be limited to, the following:

- (1) Submission of stone samples for quality testing, if from other than approved sources. (See paragraph "Sources and Evaluation Testing").
- (2) Quality of stone meets the requirements specified in paragraph "STONE", subparagraph "General".
- (3) Quantity of stone delivered and placed each day.

##### 1.5.2 Reporting

The original and two (2) copies of the mentioned records, as well as the records of corrective action taken, shall be furnished the Government daily for the duration of the time specified in the task order. The format of the report shall be as prescribed in Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL.

#### 1.6 QUALITY CONTROL FOR CONSTRUCTION

##### 1.6.1 General

The Contractor shall establish and maintain quality control for stone foreshore dike and stone jetty repair operations to assure compliance with the contract documents and maintain records of his/her quality control for all construction operations including, but not limited to, the following:

- (1) Check the sub-grade, depth of stone and dike and jetty elevations and crown widths for compliance with design sections. Set up a system of horizontal control to assure specified coverage.
- (2) Ensure that the method of handling and placement of stone is such

as to provide a minimum of segregation of sizes in the in-place materials.

(3) Ensure that the method of unloading of stone from barges is done in a manner which provides a minimum amount of waste.

#### 1.6.2 Reporting

The original and two (2) copies of the mentioned records and tests, as well as the records of corrective action taken, shall be furnished to the Government daily for the duration of the time specified in the task order. The format of the report shall be as prescribed in Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL.

#### 1.7 SUBMITTALS

Government approval is required for submittals with a "G" designation. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

##### SD-01 Preconstruction Submittals

Barge Displacement Table; G

Stone Sources; G

Gradation Test Data Sheet MVN Form 602-R and Gradation Curves; G

##### SD-04 Samples

Stone; G

#### PART 2 PRODUCTS

##### 2.1 MATERIALS

###### 2.1.1 Stone

###### 2.1.1.1 General

All stone shall be of a hard, durable quality as approved by the Contracting Officer, which shall not disintegrate under the elements or be easily broken in handling. Stone shall be of a suitable quality to ensure permanence in the structure and in the climate in which it is to be used. It shall be free from cracks, seams, and other defects that would tend unduly to increase its deterioration from natural causes. It shall be clean and free from earth, dust, or other refuse. All such objectionable materials shall be removed prior to loading out at the quarry. Neither the width nor thickness of any piece shall be less than one third of its length. The faces of individual pieces of stone shall be roughly angular, not round, in shape. Field stone, rectangular block stone, slabs, and rounded boulders will not be accepted. Gradations shall conform to paragraph "Size" and the gradation curve at the end of this section.

###### 2.1.1.2 Sources and Evaluation Testing

All stone shall be obtained in accordance with the provisions in the Section 01100 GENERAL PROVISIONS entitled "STONE SOURCES". The sources from which the Contractor proposes to obtain the material shall be selected

well in advance of the time when the material will be required. If the Contractor proposes to furnish stone from a source not listed in the provision entitled "STONE SOURCES", the Government will make such investigations as necessary to determine whether acceptable stone can be produced from the proposed source. Satisfactory service records on work outside the Corps of Engineers will be acceptable. If no such records are available, the Government will make tests to assure the acceptability of the stone. The tests to which the stone may be subjected will include petrographic analysis, specific gravity, abrasion, absorption, wetting and drying, freezing and thawing, and such other tests as may be considered necessary by the Contracting Officer. The following guidance is provided for use by the Contractor in analyzing a new source of stone not listed in the provision entitled "STONE SOURCES". Stone that either weighs less than 155 lbs/cf SSD or has more than two (2) percent absorption will not be accepted. The method of determining the saturated surface dry (SSD) density and absorption of stone will be in accordance with ASTM C 127. Samples of stone from a source not listed in the provision entitled "STONE SOURCES" shall be submitted to the Contracting Officer for testing and acceptance prior to delivery of any stone to the site of the work. Samples shall consist of at least seven (7) pieces of stone, roughly cubical in shape and weighing not less than one hundred 100 pounds each. All such samples shall be taken by the Contractor under the supervision of the Contracting Officer. The samples shall be shipped at the Contractor's expense to the U.S. Army Engineer Research and Development Center (ERDC), Vicksburg, Mississippi, at least ninety (90) days in advance of the time the placing of stone is expected to begin. The tests will be conducted in accordance with applicable test methods employed by the Corps of Engineers, and will be performed at the U.S. Army Engineer Research and Development Center (ERDC), Vicksburg, Mississippi. The cost of testing will be borne by the Government.

#### 2.1.1.3 Gradation of Stone

Gradation tests of stone shall be accomplished at the quarry. Tests by weight shall be made by the Contractor in the presence of the Contracting Officer's Representative. The Contractor shall notify the Contracting Officer not less than three (3) working days in advance of each test. In the event of non-availability of the Government representative, the Contractor shall perform the tests and certify to the Contracting Officer that the stone shipped complies with these contract specifications. A minimum of one (1) test shall be performed for each 50,000 tons of jetty stone and 2200 lb. stone, or a fraction thereof, supplied to the Government from each source. Each test sample shall be representative of the stone being shipped and consists of not less than fifty 50 tons for jetty stone and 2200 lb. stone. Percentage determinations shall be made for each stone weight specified in each gradation in paragraph "Size." Gradation test data shall be submitted on Gradation Test Data Sheet MVN Form 602-R and Gradation Curves, a copy of MVN Form 602-R is shown at the end of this section. Failure of the test on the initial sample and on an additional sample will be considered cause for rejection of the quarry and/or quarrying process, and all stone represented by the failed tests shall be set aside and not incorporated into the work. Any additional test required because of the failure of an initial test sample will not be considered as one of the other required tests. Certification and test results shall represent stone shipped from the quarry and must be received by the Government field representative before the stone is used in the work, but not later than seven (7) days after the stone leaves the quarry. The Certificate of Compliance shall contain the type of stone, the date loaded and the barge number. The Contractor shall designate on the test form that

portion (in tons) of the lot tested which is applicable to these contract specifications. Any deviation from the reported tonnage shall be corrected on a revised gradation test form. The Contracting Officer may direct, under the Section 00700 CONTRACT CLAUSES entitled "INSPECTION OF CONSTRUCTION" (FAR 52.246-12), additional testing of stone furnished to the jobsite if the stone appears, by visual inspection, to be of questionable gradation or quality. Refer to paragraph "MVD STANDARD TEST METHOD FOR GRADATION OF STONE" for the gradation test method.

#### 2.1.1.4 Size

##### a. 2200 lb. Stone Foreshore Dike Repairs

Stone for use in foreshore dike repairs shall be standard 2200 lb. stone, and shall meet the gradation requirements shown in Plate 1 at the end of this section. Each shipment shall be graded by weight as follows:

| Weight of Pieces<br>(lbs.) | Percent Passing<br>by Weight |
|----------------------------|------------------------------|
| 2200 to 900                | 100                          |
| 930 to 440                 | 50                           |
| 460 to 130                 | 15                           |
| 130 to 75                  | 5                            |

##### b. Jetty Stone A Repairs

Stone for use in jetty stone A repairs shall be in pieces that range in size between 2 tons and 4 tons each with fifty (50) percent of the individual pieces weighing 3 tons or more. Some breakage of stone will occur due to handling; however, use of stones smaller than 2 tons will be limited to fifteen (15) percent, and shall be used at locations specified by the Contracting Officer. Stone procurement and placement shall meet the requirements as specified herein and as shown on the Task Order drawings.

##### c. Jetty Stone B Repairs

Stone for use in jetty stone B repairs shall be in pieces that range in size between 4 tons and 6 tons each with fifty (50) percent of the individual pieces weighing 5 tons or more. Some breakage of stone will occur due to handling; however, use of stones smaller than 5 tons will be limited to fifteen (15) percent, and shall be used at locations specified by the Contracting Officer. Stone procurement and placement shall meet the requirements as specified herein and as shown on the Task Order drawings.

## 2.2 MVD STANDARD TEST METHOD FOR GRADATION OF STONE

### 2.2.1 General

#### 2.2.1.1 Sample Selection

The most important part of the test and the least precise is the selection of a representative sample. No "standard" can be devised; larger quarry run stone is best sampled at the shot or muck pile by given direction to the loader; small graded riprap is best sampled by random selection from the transporting vehicles. If possible, all parties should take part in

the sample selection, and agree before the sample is run, that the sample is representative.

#### 2.2.1.2 Selection of Size for Separation

It is quite possible and accurate to run a gradation using any convenient sizes for separation, without reference to the specification. After the test is plotted on a curve, then the gradation limits may be plotted. Overlapping gradations with this method are no problem. It is usually more convenient, however, to select points from the gradation limit, such as the minimum fifty (50) percent size, the minimum fifteen (15) percent size, and one (1) or two (2) others, as separation points.

#### 2.2.2 Procedure

- (1) Select a representative sample (see paragraph "Sample Selection"), weigh and dump on hard stand.
- (2) Select specific sizes on which to run "individual weight larger than" test. See respective example. Procedure is similar to the standard aggregate gradation test for "individual weight retained".
- (3) Determine the largest size stone in the sample. (100 percent size).
- (4) Separate by "size larger than" the selected weights, starting with the larger sizes. Use reference stones, with identified weights, for visual comparison in separating the obviously "larger than" stones. Stones that appear close to the specific weight must be individually weighed to determine size grouping. Weigh each size group, either individually or cumulatively.
- (5) Subparagraph (4) will result in "individual weight retained" figures. Calculate individual percent retained for 2200 lb. stone. Continue by calculating the cumulative percent retained and cumulative percent passing. Plot the cumulative percent passing along with the specification limits on Plate 1 for 2200 lb. stone. The test results should fall within the limits shown.

### PART 3 EXECUTION

#### 3.1 CONSTRUCTION

##### 3.1.1 General

The Contractor shall furnish and place stone in those areas specified on the before-construction drawings, and as specified herein, and/or as directed in the field by the Contracting Officer's representative. The Contractor shall provide a positive means of preventing spillage of stone from supply barges during placement operations. The Contractor shall either furnish supply barges with rails or secure the supply barges against the stone paving unit to prevent spillage.

#### 3.2 STONE FORESHORE DIKE REPAIRS

##### 3.2.1 Description

Stone foreshore dike repairs consist of the placement of graded stone over the existing damaged stone foreshore dike surfaces to attain the required



typical foreshore dike repair section in the before-construction drawings. Stone foreshore dike repair areas shall be as specified in the before-construction drawings, as specified herein, and/or as directed in the field by the Contracting Officer's representative. Stone for foreshore dike repairs shall conform to the requirements set forth in paragraph STONE.

### 3.2.2 Placing

The stone shall be placed by skip, clamshell or other method approved by the Contracting Officer. The stone shall be rearranged, as necessary, by equipment to provide complete coverage of the deficient areas of the foreshore dike so as to conform to the foreshore dike dimensions specified in the before-construction drawings, as specified herein, and/or as directed in the field by the Contracting Officer's representative. Use of such equipment for rearranging the stone shall be subject to the approval of the Contracting Officer's representative.

## 3.3 STONE JETTY REPAIRS

### 3.3.1 Description

Stone jetty repairs consist of the placement of graded stone over the existing damaged stone jetty and stone jetty head surfaces to attain the required typical jetty repair section in the before-construction drawings. Stone jetty repair areas shall be specified in the before-construction drawings, as specified herein,, and/or as directed in the field by the Contracting Officer's representative. Stone for jetty repairs shall conform to the requirements set forth in paragraph STONE.

### 3.3.2 Placing

The stone shall be placed by skip, clamshell or other method approved by the Contracting Officer. The stone shall be rearranged, as necessary, by equipment to provide complete coverage of the deficient areas of the jetty so as to conform to the jetty dimensions specified in the before-construction drawings, as specified herein, and/or as directed in the field by the Contracting Officer's representative. Use of such equipment for rearranging the stone shall be subject to the approval of the Contracting Officer.

## 3.4 FLOTATION CHANNELS

### 3.4.1 Excavation

Part of the approach to the work site and the area adjacent to the length of the work site may require excavation of a flotation channel. In excavating the flotation channel, no work shall be conducted below the North American Vertical Datum 1988 (NAVD88) elevations, nor be closer to the foreshore dike, jetty, and/or segmented breakwaters than that specified in the before-construction drawings, as specified herein, and/or as directed in the field by the Contracting Officer's representative. The Contractor shall maintain a fifty (50)-foot minimum clearance between all pipelines. The Contractor shall maintain at least the minimum clearance between any foreshore dikes, jetties, and/or segmented breakwaters and any flotation channel excavation and/or excavated materials specified in the before-construction drawings, as specified herein, and/or as directed in the field by the Contracting Officer's representative.

#### 3.4.2 Disposal of Excavated Debris and Earthen Materials

The Contractor may encounter obstructions during excavation of the flotation channel, such as, but not limited to, submerged stone, stumps, timber piles, and debris. All debris resulting from the excavation of the flotation channel shall be separated from the earthen materials, removed from the work site, and disposed of in accordance with Section 01 57 20.00 12 ENVIRONMENTAL PROTECTION. The earthen materials shall be temporarily stockpiled and used to backfill the flotation channel as specified in the before-construction drawings, as specified herein, and/or as directed in the field by the Contracting Officer's representative prior to departing the work site. The Contractor shall submit a plan to the Contracting Officer describing the locations where the earthen material will be temporarily stockpiled, and the procedures that will be used to backfill the flotation channel.

-- End of Section --

# GRADATION TEST DATA SHEET

Quarry \_\_\_\_\_ Type of Stone Tested \_\_\_\_\_

Date of Test \_\_\_\_\_ Testing Rate \_\_\_\_\_ Tons

## TEST REPRESENTS

| Contract No. | District | Tons |
|--------------|----------|------|
|              |          |      |
|              |          |      |
|              |          |      |
|              |          |      |
| Total        |          |      |

## GRADATION

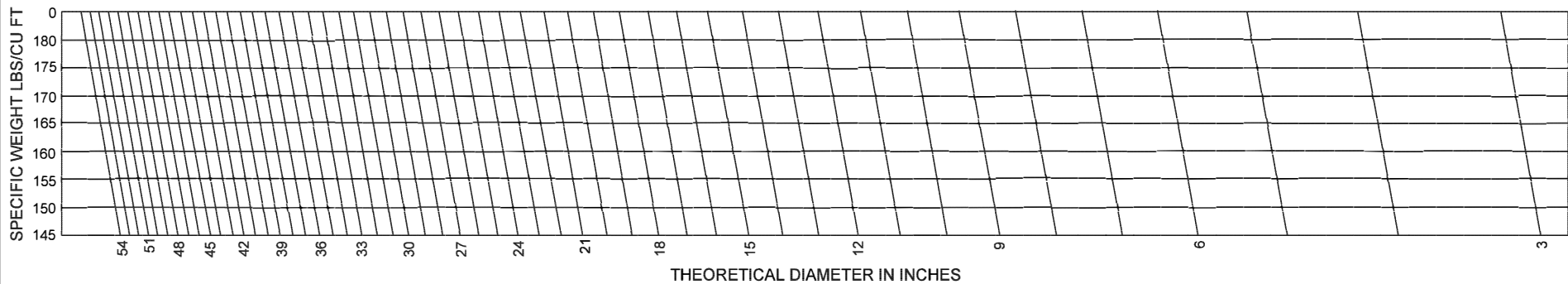
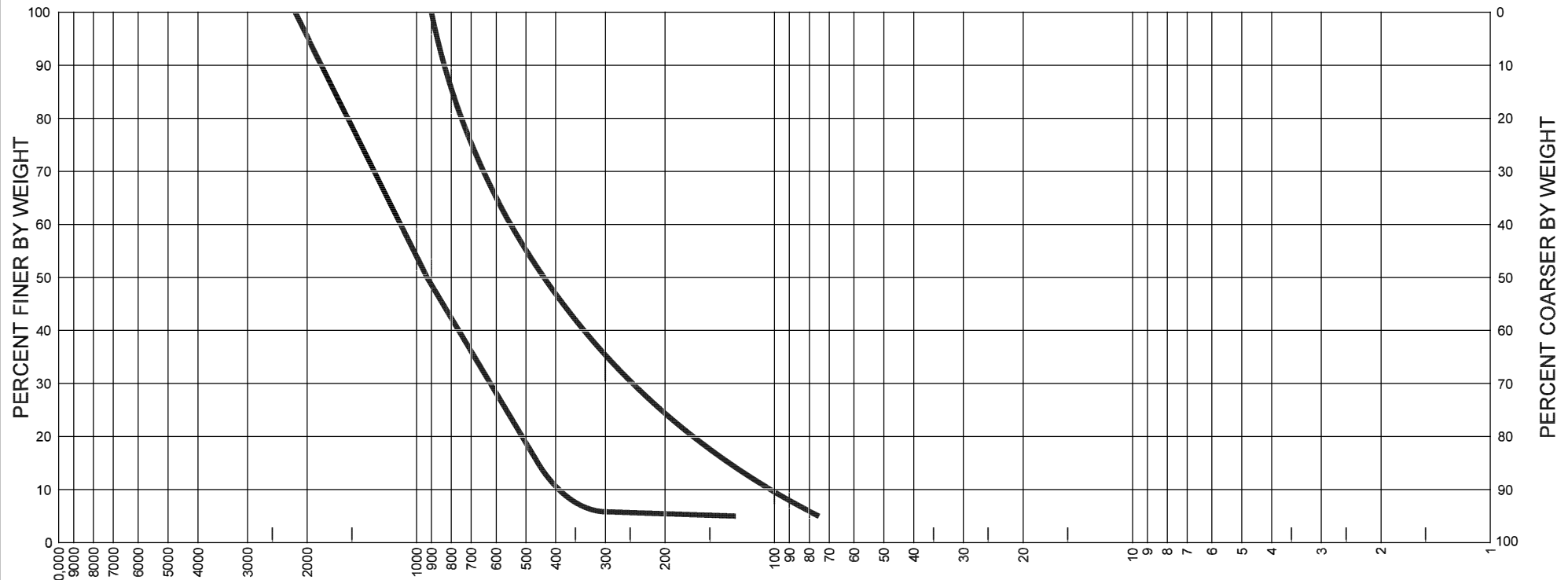
| Stone Weight<br>(lbs) | Weight Retained<br>(lbs) | Individual<br>Percent<br>Retained | Cumulative          |                    | Specification<br>Requirement |
|-----------------------|--------------------------|-----------------------------------|---------------------|--------------------|------------------------------|
|                       |                          |                                   | Percent<br>Retained | Percent<br>Passing |                              |
|                       |                          |                                   |                     |                    |                              |
|                       |                          |                                   |                     |                    |                              |
|                       |                          |                                   |                     |                    |                              |
|                       |                          |                                   |                     |                    |                              |
|                       |                          |                                   |                     |                    |                              |
|                       |                          |                                   |                     |                    |                              |
| Total Weight          |                          |                                   |                     |                    |                              |

Remarks: \_\_\_\_\_

I certify that the above sample is representative of the total tonnage covered by this test report.

Contractor Representative \_\_\_\_\_

Government Representative \_\_\_\_\_



| STONE WEIGHT (LBS) | PERCENT FINER BY WEIGHT |
|--------------------|-------------------------|
| 2200-900           | 100                     |
| 930-440            | 50                      |
| 460-130            | 15                      |
| 130-75             | 5                       |

SOUTHWEST PASS AND SOUTH  
 PASS STONE REPAIRS  
 2200 STONE

STONE GRADATION CURVE