

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. U0001		3. EFFECTIVE DATE 06-Apr-2023	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY U. S. ARMY ENGINEER DISTRICT, LOUISVILLE 600 DR. MARTIN LUTHER KING, JR. PLACE ROOM 821 LOUISVILLE KY 40202-2239		CODE W912QR	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W912QR23Q0035	
			X	9B. DATED (SEE ITEM 11) 14-Mar-2023	
				10A. MOD. OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE			FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The solicitation W912QR23Q0035 for Septic Lift Station Repair is hereby modified as follows:  a. The scope of work is hereby modified to remove "Contractor shall be located within 50 miles of lift station repair to reduce response time of a service call in the event of a failure" from Section 2, number 4, under line item 0001: Remove / Replace grinder pumps, piping, electrical components and panel and replaced with "Contractor shall respond to any service or warranty call within two (2) hours of initial request to reduce the impact of lift station outage." b. The due date has been extended from 31 March 2023 by 12:00pm ET to 19 April 2023 by 12:00pm ET. c. A second site visit has been scheduled for 13 April 2023 at 10:00 am ET. d. All other terms and conditions remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		

PRICE BREAKOUT SCHEDULE

ITEM	DESCRIPTION	UNIT	\$ UNIT COST	COST
001	Remove / Replace grinder pumps, piping, control panel.	Job		\$
TOTAL FOR LINE ITEM 001				\$

## **STATEMENT OF WORK**

Lift Station Repair  
Navigation Building / LRS  
2611 Shipping Port Drive  
Louisville KY. 40212

### **1. GENERAL REQUIREMENTS**

This scope of work includes removing and replacing all existing pumps, piping, rails, and electrical controls servicing the Lift Station for the Navigation and LRS buildings at 2611 Shipping Port Drive Louisville KY. 40212. The contractor shall furnish all personnel, equipment, supplies and materials necessary. Prices shall include mobilization & de-mobilization, fuel, labor, material and equipment.

### **2. LINE ITEM 001: Remove / Replace grinder pumps, piping, electrical components and panel.**

1. Contractor shall remove and dispose of all equipment in the existing vault, electrical components, and electrical panel.
2. Contractor shall install new Dual Rail Grinder Pump System into existing vault.
  - a. Existing vault is approximately 4ft in diameter, and 15ft deep. Contractor shall verify vault dimensions before ordering replacement Dual Rail Grinder Pump System.
  - b. While the exact model, dimensions, and specifications of existing grinder pumps is not available, it is known that the dimensions of a Liberty Duplex Grinder Package will fit into existing vault. This repair shall include new Stainless-steel hardware, rails, brackets, ball valves, check valves, chains, grinder pumps, Quick Discharge Connectors, floats and other features regularly and normally required as a complete and functional system.
  - c. The Dual Rail Grinder System assemblies shall permit easy removal and installation of the pumps and lower check valves without necessity of personnel entering the basin.
  - d. Contractor shall plumb new Dual Rail Grinder System into existing discharge and sewer line within the existing vault.
  - e. Dual Rail Grinder System shall have minimum 3-year manufacturer's warranty.
3. Contractor shall install new control panel on the side of Navigation Building, approximately 20ft from existing vault.
  - a. The pre-wired factory supplied duplex pump control panel shall have a NEMA 3R rating with seal leak, motor over temperature protection, and high water alarm. Alarms shall be visual and audio with a silencing feature.
  - b. Dual Rail Grinder system shall be 230V, 1ph, 60Hz, With 2HP 12.0 amp motors.
  - c. Contractor shall excavate and place new wiring and conduit between control panel and vault.
  - d. Area around buried conduit from control panel to vault shall be backfilled, graded.
  - e. Contractor will seed, straw and fertilize any ground that was disturbed by the installation of control panel and / or vault.
  - f. Final location of control panel shall be approved by TPOC and/or Navigation Team Lead.

- g. Any damage to existing buried pipes / electrical lines caused by the installation of electrical panel shall be the responsibility of the contractor.
4. ~~Contractor shall be located within 50 miles of lift station repair to reduce response time of a service call in the event of a failure.~~

**Contractor shall respond to any service or warranty call within two (2) hours of initial request to reduce the impact of lift station outage.**

### **3. RESPONSIBILITIES AND SITE CONDITIONS**

1. Existing break areas, offices, latrines, and showers are not available for contractor use. It is recommended that the contractor bring portable restrooms.
2. Parking of vehicles and designated laydown area is to be coordinated with the Navigation Team Lead during pre-construction conference.
3. All deliveries will be coordinated with the Navigation Team Lead at least 48 hours in advance.
4. Contractor expected to keep work area clean and orderly. All waste materials shall be removed, and under no circumstance be dumped into the river.
5. Any damage to the parking lot or other areas of the project negatively affected by construction shall be restored to the condition present before construction.

### **4. PRE-PROPOSAL SITE VISIT**

A **HIGHLY ENCOURAGED** site visit will be conducted on 13 April at 10:00 am ET. This site visit is for the contractor to evaluate the site conditions prior to submitting a proposal. If the initial site visit is missed the Contractor may request, with no guarantee, an additional site visit with the TPOC Donald Scalf (502) 658-4055 and / or Navigation Team Lead Jim Scherzinger (502) 315-3078.

### **5. TECHNICAL POINT OF CONTACT & PROJECT REPRESENTATIVE**

TPOC: DJ Scalf  
USACE Engineering Technician  
Office: (502) 315-6732  
Cell: (502) 658-4055  
Email: Donald.L.Scalf@usace.army.mil

Navigation Team Lead: Jim Scherzinger  
Navigation Building / LRS  
2611 Shipping Port Drive  
Louisville KY. 40212  
Email: james.a.scherzinger@usace.army.mil

**NAVIGATION BUILDING LIFT STATION REPAIR**  
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## **SPECIFICATIONS/DESCRIPTION**

**1. PROJECT INFORMATION.**

Repair Lift Station at USACE Navigation Building 2611 Shipping Port Drive  
Louisville KY. 40212

**2. PERFORMANCE WORK STATEMENT.**

The contractor shall furnish all personnel, equipment, supplies and materials necessary. Prices should include mobilization & de-mobilization, fuel, labor, material and equipment to repair the lift station at 2611 Shipping Port Drive, Louisville KY. 40212. The contractor's work and responsibility shall include all planning, programming, administration, management, supervision, communications and inspection necessary to assure that all work is conducted in accordance with the contract requirements and all applicable Federal, State and Local laws and regulations. All work shall be performed in strict compliance with the attached specifications and all other terms and conditions incorporated herein.

**3. POINT OF CONTACTS**

TPOC: DJ Scalf  
U.S. Army Corps of Engineers  
LRL Operations  
(502) 658-4055

Navigation Team Lead Jim Scherzinger  
Navigation Building / LRS  
2611 Shipping Port Drive  
Louisville KY. 40212  
Email: james.a.scherzinger@usace.army.mil

**4. PRE-WORK CONFERENCE:**

The contractor will be required to attend a pre-work conference prior to beginning work during which the Contractor's plan of work, safety procedures, start date and other items in this contract will be discussed.

**5. WORKING HOURS.**

- a. Normal working hours, except as otherwise specified herein, will be Monday through Friday, 7:00 a.m. to 4:00 p.m. Eastern Standard Time. Work inside Government buildings or other secured areas will be performed during the above referenced work hours. Work that interferes with other ongoing functions at the project will be scheduled around normal working hours, as specified by the Project Manager.

Holiday Work. The eleven Federal holidays observed are:

New Year's Day (January 1st)  
Martin Luther King Day (3rd Monday in January)  
President's Day (3rd Monday in February)  
Memorial Day (Last Monday in May)  
Juneteenth (June 19th)

Independence Day (July 4th)  
Labor Day (1st Monday in September)  
Columbus Day (2nd Monday in October)  
Veterans Day (November 11th)  
Thanksgiving Day (4th Thursday in November)  
Christmas Day (December 25th)

When one of the above designated holidays falls on a Sunday, the following Monday is observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday. Work will be scheduled around the above listed Federal holidays except as specified herein or as approved by the TPOC.

b. Inclement Weather Work.

The Contractor will maintain the schedule of services regardless of inclement weather. Exceptions may be approved by the TPOC when severe conditions make it impractical or dangerous to perform the work.

**6. CONTRACT START AND COMPLETION DATES.**

Work under this contract will begin within 14 calendar days of Notice to Proceed (NTP) and complete within 30 calendar days after receiving the NTP.

**7. CONTRACTOR SUBMITTALS.**

Unless otherwise specified, the Contractor will submit the following information to the TPOC prior to the pre-work conference for this contract:

- a. Contractor Representatives. List of names of Contractor Representatives.
- b. Accident Prevention Plan (APP). A suggested outline for the Contractor's Accident Prevention Plan Appendix A of EM 385-1-1 See Section C-1.9 for APP requirements. Exhibit D.
- c. Emergency Contacts. A prioritized list, including phone numbers, of those persons (normally Contractor Representatives) to call in case of emergencies.
- d. Operators. A list of names of qualified equipment/vehicle operators, including experience, training and qualification to operate specific equipment.
- e. Certificate of Insurance.
- f. Performance Bond. (where applicable)
- g. Security Requirements.

**8. PERMITS AND LICENSES.**

The Contractor will obtain, at own expense, any required licenses, permits or certifications necessary to perform the specified services. Required licenses, permits and certifications will be kept current during the period the work is performed. The Contractor is also responsible for any and all costs associated with the training of Contractor personnel to acquire and maintain valid licenses, permits or certifications necessary to perform the contract services specified herein. The Contractor, Contractor personnel and any persons acting on behalf of the Contractor will comply with all applicable Federal, State and local laws and regulations; including any subsequent changes to these laws and regulations.

Minimum Personnel and Training Requirements. The Contractor will provide an adequate number of fully trained and qualified personnel to perform the work specified herein. Contractor personnel will be properly trained to perform their assigned work in a safe and effective manner.

Training will include, but is not limited to instruction on the proper and safe use and operation of Contractor equipment and any Contractor provided tools, supplies and materials required to perform the specified services. Only properly trained and qualified employees will be used in the performance of services specified herein. The Contractor will also assume responsibility for training or Orienting Contractor personnel to perform the services specified in the contract. In the event the Contracting Officer or his/her Authorized Representative determines that the Contractor does not have a qualified employee performing the specified work, the Contractor will be required to provide qualified personnel, or subcontract the work to a person or persons who are trained and qualified to perform the work. The Contractor acknowledges that the employment of undocumented migrant workers to perform services under this contract will not be permitted.

**9. IDENTIFICATION OF CONTRACT EMPLOYEES AND VEHICLES.**

All Contractor employees will be in good appearance while performing services. Employees must wear long pants, shirt with no vulgar or obscene graphics with at least sleeves equivalent of a t-shirt, and durable work type shoes. Vehicles and any motorized equipment utilized for transportation will be in good operating condition with no display of obscene or vulgar material such as stickers, flags, or etc. Vehicles will be maintained in accordance with federal, state, and local laws.

**10. SAFETY REQUIREMENTS.**

- a. General. Performance of all services will assure complete safety to public visitors, Contractor employees, and all other persons in the area. The Contractor will comply with any pertinent requirements contained in the Corps of Engineers Safety Manual (EM 385-1-1), current at the time of award and any subsequent revisions to that document. Furthermore, the Contractor will comply with pertinent occupational safety and health standards for general industry (29 CFR Part 1910) as required by the Occupational Safety and Health Administration (OSHA). If the Contractor fails or refuses to promptly comply with safety and security requirements as specified herein, the TPOC or any other project employee may stop all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such work stoppage will be made subject to any claims for extension of time or for excess costs or damages sustained by the Contractor. Also, the Contractor will not be paid for work not performed as a result of the stop order.
- b. The Contractor will comply with the Occupational Safety and Health Act (OSHA), the Corps of Engineers Manual, EM 385-1-1, [https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf) or latest version and as otherwise stated herein. Special attention will be given to the requirements for safety meetings.

The Contractor will inform the TPOC a minimum of 7 calendar days prior to a Contractor monthly safety meeting, to permit a Government representative to attend.

- c. Accident Prevention Plan (APP). The Contractor will prepare an Accident Prevention Plan to assure that requirements of the safety program are provided as specified. This plan must be accepted by the Contracting Officer prior to commencement of any work. One copy of the Accident Prevention Plan will be provided to the Contracting Officer and the TPOC one week prior to the pre-work conference. The Accident Prevention Plan must be in the outline and form prescribed in Appendix A of EM 385-1-1.
- d. Activity Hazard Analysis (AHA). The Contractor will use Activity Hazard Analyses (AHA's) as one of many tools to insure safe performance of work. It is the Contractor's responsibility to prepare the AHA. Sample AHA's may be available at the project office for review and use by the Contractor to assist in the development of site specific Activity Hazard Analyses prior to the Contractor performing the job. The Contractor is encouraged to revise or add to these sample AHA's as necessary to address changing conditions. Prior to performing jobs with

inherent hazards, the Contractor will review, at a “Tool Box” safety meeting, the approved AHA’s with those employees who will perform that work each time the work is ordered. The Government may request advanced notification of the time and date of the above AHA “Tool Box” safety meeting for Contractor employees so that the Government may attend such reviews.

The Government will require the Contractor to prepare an AHA for any jobs for which an adequate AHA does not already exist. A copy of this AHA will be submitted to the TPOC and must be accepted before the Contractor starts the job. This copy of the AHA will become the property of the Government. Guidance is included, which will be used by the Contractor as a guide for the preparation of required AHA's.

A copy of the approved AHA’s will be available at all times to workers at each associated job site and a copy will be provided to the Government.

- e. Public Safety. The Contractor will ensure that reasonable precautions are taken to protect the public at all times where work is being performed. The Contractor will immediately report to the TPOC any potential hazards found by his employees on the project. The Accident Prevention Plan will include procedures to be taken to provide for public safety. Additionally, the Contractor will not allow any persons, except employees, into work areas that are not otherwise open to the public; nor will the Contractor transport in Contractor work vehicles any persons, except employees, during times the Contractor is on the project performing work under a contract.
- f. Personal Protective Apparel and Equipment. Protective apparel and equipment, as identified in the AHA, will be provided to eliminate or minimize hazards to personnel. As a minimum, each employee will wear a short-sleeved shirt, long trousers, and appropriate footwear during all contract work. Face shields, spectacles with side-shields, or goggles, and hearing protection will be worn by employees when required by safety manual. Fire extinguisher(s) and first aid kit(s) meeting the Safety Manual standards will also be provided and easily accessible to all employees.
- g. Contractor Employees Certified in First Aid & CPR. The Contractor will schedule employees so the appropriate numbers of certified personnel are on duty to administer First Aid and CPR as required by the Safety Manual.

Copies of their certification will be provided in accordance with regulations. Two people per crew will be trained in First Aid and CPR. Individuals working alone will be trained in First Aid.

- h. Hazard Communication Program. The Contractor will be responsible for implementing a hazard communication program for Contractor employees, as required by the Safety Manual. The Contractor will provide Material Safety Data Sheets (MSDS) and/or Safety Data Sheets (SDS) for review by the TPOC prior to use of any hazardous substance on the project and provide a plan for the proper handling, transportation, storage and usage of hazardous substances on the project.

## **11. REQUIRED SECURITY TRAINING AND PLANNING.**

- a. General security requirements and guidance: The security requirements described below apply to all contract personnel (including employees of the prime Contractor (“Contractor”) and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security

and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures --this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

- b. Physical security and access control requirements: All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as "NCIC-III") and Terrorist Screening Database (commonly referred to as "TSDB"). Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures. Contract personnel who do not meet requirements for unescorted access to USACE facilities shall coordinate escorted access with the Government representative, as needed. Contract personnel who receive keys, access cards, or lock combinations that provide access to government-owned property shall comply with key and lock control procedures of the RA.
- c. Suspicious Activity Reporting training (e.g., iWATCH, CorpsWatch, or See Something, Say Something): All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on

suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

- d. Pre-screen candidates using E-Verify Program: Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (<https://www.e-verify.gov/>) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list of verified/eligible candidates shall be provided to the COR no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.

- e. SUPPLEMENTAL SECURITY REQUIREMENTS:

All Contractors and subcontractor employee(s) working on this contract who require access to any Louisville District Lake Projects and Lock and Dam Projects shall receive authorization to be on site at these facilities based upon a favorable background investigation in accordance with “Homeland Security Presidential Directive 12: Policy for a Common Identification Standard for Federal Employees and Contractors” (HSPD 12). The Louisville District Security Management Office shall submit contractor(s) personal information to complete the basic background investigation in order to make a recommendation to the Contracting Office of an employee’s suitability for work on Government property. The Procuring Contracting Officer (PCO) has the right to deny any contractor or subcontractor employee from working on the contract based upon the results of the background investigation provided by the Louisville District Security Office. The Government, Contractor, and subcontractors shall not permit any employee(s) access to drawings, blueprints, records, photos, sites, or projects until the Louisville District Security Management Office has completed an Operations Security (OPSEC) review of such items and determined they can be released.

**FOR ALL LOUISVILLE DISTRICT CONTRACTS:**

Contractors shall submit a complete investigation packet for each contractor and subcontractor employee to the Louisville District Security Management office within 10 working days after award of any contract, or prior to the individual being permitted access to Louisville District facilities.

The Contractor must also provide the following: (1) Name of the Contract Specialist with whom he/she is working, (2) Project Name, (3) Contract Number (4) Task Order Number when applicable, and (5) US Citizens Security Access Form or Pre-Bid/Site Visit Form; each employee working

on site must have a background investigation form submitted directly to the Louisville District Security Office.

The Contractor must provide a full legal name, complete SSN#, Date of Birth, Place of Birth (City and State) and Driver's license number if available. It is the Contractor's responsibility to ensure the above information is accurate and legible, otherwise delays may occur.

Contractors shall have background checks completed for their employees annually in the case of Contracts with an initial period of performance (POP) greater than 1 year and those Contracts with Options or Modifications Which Extend the POP beyond 1 year. For instance, if the employee was cleared in May of 2022, they shall be cleared again in May of 2023. It is the Contractor's responsibility to ensure that each employee's security is up to date. Failure to comply may lead to possible removal from the project/jobsite.

The Contractor must ensure if new employees are brought in to work on an existing Contract with the U.S. Army Corps of Engineers (USACE), they must process the employee through the Louisville District USACE Security Office for background purposes.

#### FOR CONTRACTORS REQUIRING DOD COMMON ACCESS CARDS (CAC)

The documents listed below are required:

SF 85, Questionnaire for Non-Sensitive Positions (see <http://www.opm.gov/forms/> to print form). Fingerprints are captured electronically at the closest Army Recruiting Station to the contractor's home of record or at the USACE, Louisville District Security Office.

Contractor shall report any changes in personnel, or at any time conditions change at least 5 working days prior to individual(s) need to have access to the site. The Contractor shall provide the same information as listed above for all new employees.

Following submission of paperwork, the Louisville District Security Office will conduct an initial criminal check based upon the information provided. If there are no issues, the Louisville District Security Office will make recommendations to the PCO or their Designated Representative. The Louisville District Security Office cannot give approval due to unfavorable report(s). The Louisville District Security Office shall coordinate with Office of Counsel and will jointly make recommendations to the PCO and/or the Designated Representative should a background investigation come back with derogatory information. The PCO will make the determination whether to allow the Contractor personnel to work on the site based on Security and Office of Counsel recommendations, and the PCO will advise the Contractor of the decision.

#### FOREIGN NATIONALS

The Contractor shall provide the package listed above, as well as additional materials noted below for all Foreign Nationals. The Contractor is to expect additional time in the

approval process for all Foreign Nationals due to the level of review and elevation of the review to Headquarters staff to complete. All Foreign Nationals must comply with the following paragraph:

In accordance with Engineering Regulation 380-1-18, "Technology Transfer, Disclosure of Information and Contacts with Foreign Representatives" dated 1 August 1996, Section 4, all foreign nationals who work on Corps of Engineers' contracts shall be approved by the Headquarters US Army Corps of Engineers (HQ USACE) Foreign Disclosure Officer before beginning work on this contract; this regulation includes subcontractor employees. The Contractor shall submit to the Security Management Office, the names of all foreign nationals proposed for performance under this contract, along with documentation to verify legal admittance into the United States. Such documentation shall include at least one of the following: a U.S. passport, Certificate of U.S. Citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), Alien Registration Card with photograph (INS Form I-151 or I-551), Employment Authorization Card (INS Form I-688A), etc.

In order to assure forms are properly completed, and to minimize time delays, the Contractor is encouraged to work closely with the Louisville District Security Office. The Government will return for correction incomplete forms, illegible forms, etc. which will delay the contractor / subcontractor from beginning work.

Security requirements are subject to change in accordance with HSPD-12, Office of Personnel Management, regulation or policy changes, etc. The Government shall add any changes to security requirements by modification to the contract.

The Contractor shall contact the Louisville District Security Office by phone, letter, or email at the following numbers/addresses:

CELRL-SC  
600 Martin Luther King Jr. Pl  
Louisville, KY 40202

Charles R. Tanner, phone (502) 315-6929; email Charles.R.Tanner@usace.army.mil  
James R. Milner, phone (502) 315-6916; email James.R.Milner@usace.army.mil  
Jason Almodovar, phone (502) 315-6754; email Jason.Almodovar@usace.army.mil

## **12. ACCIDENT REPORTING.**

The Contractor is responsible for reporting all accidents to the Project Manager immediately. Prompt action will be taken to ensure immediate and appropriate medical treatment. The Contractor will maintain an accurate record of any accidents in the manner and on the forms prescribed by the Project Manager. For property damage accidents of \$2,000 or more, the Contractor will complete and submit to the Project Manager a copy of ENG Form 3394. The Contractor will maintain an OSHA 300 Log of On – The – Job injuries and first aid treatments.

The Contractor will also provide a monthly record of all exposure and accident experience incidental to the performance of services under the contract. This reporting requirement includes exposure and accident experience of both the Prime Contractor and any subcontractor(s). A Monthly Record of Work-Related Injuries/Illnesses & Exposure form will be available from the Project Manager. The Monthly Record of Work-Related Injuries/Illnesses & Exposure report will be provided to the Project Manager by the 5th working day of the month for the previous month.

**13. DAMAGE REPORTS.**

All instances where Government materials, supplies, property, and/or equipment are damaged will be reported immediately to the Project Manager. When the damage was caused by contract employees, a written report of the incident and extent of such damage will be submitted to the Project Manager, within 2 work days (less weekends and holidays) of occurrence. For property damage accidents of \$2,000 or more the Contractor will complete and submit to the Project Manager a copy of ENG 3394.

**14. CONTRACTOR EMPLOYEES' CONDUCT AND COMPETENCY.**

All contract employees will conduct themselves in a proper and courteous manner at all times. Since the majority of work is performed in the presence of the general public, the conduct of all employees is critical and will be closely monitored. Contract employees will comply with all provisions of Title 36, Chapter III, Part 327, CFR and obey all posted signs and regulations in the performance of the work under this contract. Being under the influence of or consuming alcoholic beverages or controlled substances by the Contractor or employees while on duty is prohibited.

- a. Employee Dismissal. The Contractor expressly agrees to dismiss any employee or subcontractor employee whose continued employment is deemed by the Project Manager to be inconsistent with the best interests of the public or the U.S. Army Corps of Engineers. The KO or the Project Manager may require the Contractor to immediately remove from the work site any employee or subcontractor who is incompetent, endangers persons or property, or whose physical or mental condition would impair their ability to satisfactorily perform the work. Notification to the Contractor will be promptly made in writing if time and circumstances permit. Otherwise, notification will be verbal and confirmed in writing as soon as possible. No removal will reduce the Contractor's obligation to perform all work required under this contract nor be the basis for time extension. Immediate replacement of the employee will be made.

**15. DAMAGE OR LOSS OF CONTRACTOR'S SUPPLIES AND PROPERTY.**

The Contractor is responsible for taking the action necessary to protect Contractor supplies, materials and equipment, and the personal property of Contractor employees from loss, damage or theft. The Government assumes no responsibility for theft, damage, etc., of the above. The Government is not responsible for providing storage areas or facilities for the storage of Contractor supplies, materials and equipment. With prior approval, the Project Manager may provide a location for the temporary storage of large equipment to prevent the transportation of such equipment to/from the work site while a particular service is being performed. However, the Government assumes no liability for the loss or destruction of Contractor equipment while it is stored on Government property.

**16. SUPERVISION.**

The Contractor is responsible for providing on-site supervision and quality control inspections of work performed under the contract. The level of supervision and inspections will be sufficient to assure that services are performed in accordance with contractual requirements and all applicable Federal, state and local laws and regulations. The Contractor or a Contractor

Representative will personally supervise the work, or be readily available by phone or other means of communication to respond to any contract issue that may arise when work is in progress. The Contractor Representative(s) will conduct overall management coordination and be the central point of contact with the Government for performance of all work under the contract.

Contractor Representative will have full authority to contractually commit the Contractor for prompt action on all matters pertaining to administration of this contract, and will be the on-site Contractor employee who is responsible for safety.

The names and telephone numbers of all individuals authorized to act on behalf of the Contractor as Contractor Representatives will be submitted in writing to the TPOC before work is performed.

The Contractor will maintain copies of contract work requirements, specifications, Activity Hazard Analysis, etc., at each work site which relate to each person's work responsibilities, and will review them to insure employees comprehension of a job prior to initiating work.

#### **17. ENVIRONMENTAL PROGRAM.**

The Contractor will comply with Federal, State, and local laws, regulations and standards regarding environmental protection. All environmental protection matters will be coordinated with the TPOC. Any of the facilities operated by the Contractor may be inspected by the TPOC, or other Federal, State and local officials without advance notice. Access for inspection will be granted upon request.

Citations against Government facilities operated by the Contractor for non-compliance with environmental standards are a matter for resolution between the Government and the issuing office.

The Contractor will conduct all operations and maintenance activities in a manner to prevent contamination of Government land and property. The Contractor will ensure all lubricants, petroleum products, paints, cleaning materials, or any other hazardous substances are not spilled, leaked or disposed of on Government property and are disposed of in accordance with environmental regulations. If spills or contamination occur, the Contractor will be responsible for cleanup and any associated costs in accordance with Federal, State and Local Law. Such spills will be reported to the TPOC immediately.

#### **18. CONTRACT DISCREPANCY REPORT (CDR).**

A CDR is a formal document used by the Government to process defects in services. As initially issued to the Contractor, the CDR describes the discrepancy or problem. The CDR will be discussed with the Contractor or his representative when it is issued. The Contractor will provide his written response on the CDR form within 24 hours of issuance. The Contractor's response must:

Identify the cause and corrective action taken, and Identify Contractor action to prevent recurrence.

Upon finalization of the CDR, the Contractor and the TPOC must sign the form. The Contractor will be given a copy of the completed form. Should the Contractor not concur with any decision, etc., the Contractor may so state, in writing, and request a final decision by the Contracting Officer. The Contracting Officer monitors all CDR's issued, and CDR's are the principle evidence used by the Contracting Officer in determining Government contract actions such as termination or decision not to exercise options.

**19. MEETINGS.**

The Contractor is required to attend a pre-work meeting to be scheduled by the TPOC. The Contractor or his authorized representative will report each Month with the schedule and location determined by the TPOC to discuss contract work items. Specific topics of discussion at the Monthly meetings may include issuing inspections, quality control, and upcoming work. If a CDR is issued, mutual effort will be made to resolve any and all problems identified to preclude their recurrence. The TPOC may alter this reporting schedule, or change the reporting method, time, or place if mutually agreeable between the TPOC and the Contractor. A tour of the work site will be conducted following the discussions. It is recommended that the Contractor's on-site representative or superintendent also attend this meeting. During the pre-work conference, the Contractor will also provide any required submittals not previously submitted.

**20. QUALITY CONTROL.**

The Contractor will have a Quality Control program to assure the requirements of the contract are provided as specified. The primary purpose of Quality Control is to identify and correct deficiencies in the quality of services performed before the level of performance is unacceptable.

The program will include, but not be limited to the following:

- a. An inspection system covering all the services stated in the contract specifications.
- b. A method of identifying and correcting deficiencies in the quality of services performed before the level of performance is unacceptable.
- c. A file of all inspections conducted by the Contractor and the corrective actions taken. These files will be made available for inspection upon request by the TPOC.
- d. A method of insuring that employees have full knowledge of work assignments and that appropriate technical expertise is utilized with each work assignment.
- e. A method of coordinating each work crew's activities with the TPOC and/or inspector.

The Contractor may use any or all portions of this plan to prepare a plan of his own. A signed plan, including Contractor specific information, will be provided to the Contracting Officer and the TPOC, and accepted, prior to the Pre-Work Conference. If changes to this program occur, updated copies will be provided to the Contracting Officer and TPOC.

Failure to provide appropriate Quality Control may result in issuance of a CDR, and/or termination of the contract.

**21. QUALITY ASSURANCE.**

The Government will monitor the Contractor's performance in each functional area under this contract and reserves the rights to use whatever additional surveillance procedures are deemed appropriate. The Government will keep a record of all complaints received by the public concerning Contractor performance. Upon receipt of a written complaint by the public, the Government will attempt to verify the complaint and furnish the Contractor a copy of the findings. Should the Government verification reveal a nonperformance by the Contractor, a CDR may be issued.

A Government employee shall not be considered an Inspector unless he identifies himself as such to the Contractor, the Contractor Representative, or Quality Control Inspector. No Inspector is authorized to change any provision of the specifications without written authorization of the Contracting Officer nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the Contract.

**22. DEFICIENCIES.**

If the Contractor fails to perform, or if performance in any area is judged unsatisfactory by the TPOC, the Government will take corrective action. If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the Government.

**23. INTERRUPTIONS TO SYSTEMS.**

Contractor will coordinate with TPOC so that the contractors work will not interrupt the projects mission. Any authorized interruptions will be kept to an absolute minimum, and all repairs or replacements of equipment or components will be accomplished in an expeditious and efficient manner.

**24. GOVERNMENT FURNISHED MATERIALS AND EQUIPMENT.**

Forms: All Department of Defense forms, required by the Government to be used under this contract, will be provided by the Government during the contract period. The Government reserves the right to modify or supersede these forms during the contract period.

Control: The Contractor will provide control to ensure Government furnished equipment, property, or items are utilized only for contract purposes. The Contractor may be provided with keys to the Dike Service Road Security Gate. Any work to be performed within these facilities must be performed during regular working hours when Government employees are available to unlock these facilities for the Contractor.

Safety Manual. Prospective contractors may review a copy of the Safety and Health Requirements Manual EM 385-1-1 at the Project Office. The Contractor can find a copy of Safety Manual EM 385-1-1 online at:

[https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf)

**25. CONTRACTOR FURNISHED ITEMS.**

General: The contractor will furnish all personnel, equipment, fuel, tools, supplies and materials necessary. The contractor's work and responsibility will include all planning, programming, administration, management, supervision, communications and inspection necessary to assure that all work is conducted in accordance with the contract requirements and all applicable Federal, State and Local laws and regulations.

Equipment: The Government requires, that the Contractor provide adequate equipment to perform the work required within the specified time period. Also, all equipment used by the Contractor must meet safety requirements outlined in EM 385-1-1.

Contractor Equipment and Supply Inspection. The apparent Contractor will make available for inspection all service equipment, tools, and samples of supplies he proposes to use for work under this contract, along with proof of ownership or lease agreement.

**26. SAFEGUARDING GOVERNMENT PROPERTY.**

The Contractor will cooperate with Government personnel in safeguarding Government property. The Contractor will be responsible for promptly reporting all acts of vandalism, larceny, or pilferage to Government property, and malfunctioning Government equipment to the TPOC. The Contractor will establish security procedures and safeguards that are compatible with the Government's existing procedures, to protect all equipment, materials, supplies, tools, and other resources. The Contractor will cooperate with, and provide any assistance necessary to, the Government during any audits, usage checks of expendable property, and inventories of nonexpendable property under control of the Contractor. Any item of value found on the work sites will be placed into the custody of the TPOC for return to the owner, if ownership can be established. The Contractor will inform the TPOC of any information he or his employees receive about lost and/or found articles from the public.

**27. MINIMUM MANPOWER REQUIREMENTS.**

The Contractor will provide an adequate number of fully qualified personnel to perform the work specified herein. Personnel required to handle emergency situations will be available on call, 24 hours per day, 7 days per week. At least 50 percent of the cost of contract performance incurred for personnel will be expended for employees of the primary contractor.

**28. MINIMUM PERSONNEL QUALIFICATIONS.**

Employees, technical personnel, and consultants will have the education, experience, or knowledge, as evidenced by license, certificate, or diploma, etc., to provide a comprehensive understanding of the systems and components. All employees will be subject to such Government or other applicable regulations that are applicable during the time spent on Government property. If the TPOC decides the Contractor employee performing the specified work is unqualified, the Contractor will immediately provide qualified personnel to accomplish the work.

**29. COOPERATION WITH OTHER CONTRACTORS, LESSEES, AND VOLUNTEERS.**

The Contractor will fully cooperate with such other Contractors, lessees, volunteers and Government employees. The Contractor will not commit or permit any act which will interfere with the performance of work by another Contractor, volunteer, lessee, or Government employee. The TPOC can alter the work schedules of the other Contractor, lessee, Government employees, volunteer, or the Contractor to avoid possible conflicts. Any such change (or failure to make such a change) by the TPOC will not be the basis for a claim by the Contractor.

**30. REPORTS.**

The Contractor shall, in an accurate and timely manner, prepare all reports, forms, permits etc., as required in this contract. A partial list of these reports, forms, permits, etc., follows:

Supplies Furnished and Used

Contractor Portion of Any CDR

Checklists Worksheet

(ENG Form 5007R)

Vehicle Operational Record Form (CEORH Form 2813 Test)

Activity Hazard Analysis (AHA)

Required OPSEC Training

The contractor will report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address:

<https://www.ecmra.mil/Default.aspx>

**31. APPLICABLE PUBLICATIONS.**

Performance of all services will assure complete safety to public visitors, Government employees, contractor employees, and all other persons in the area. The contractor will comply with any pertinent requirements contained in the Corps of Engineers Safety Manual (EM 385-1-1), [https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf) current at the time of award.

The Contractor will perform technical work in accordance with applicable publications. They include but are not limited to:

**MANUFACTURER'S RECOMMENDATIONS:**

- Operating Manuals
- Repair Manuals
- Maintenance Manuals

**INDUSTRIAL STANDARDS AND CODES (Latest Editions):**

- Kentucky Standard Specifications 2019
- 805.13 SLOPE PROTECTION AND CHANNEL LINING
- Underwriter's Laboratories, Inc.
- National Electrical Code
- National Warm Air & Air Conditioning Association
- National Association of Fan Manufacturers
- National Fire Protection Association
- American Society of Heating, Air Conditioning & Refrigeration Institute
- Sheet Metal Manufacturers
- Air Moving and Conditioning Association
- American Welding Society
- American National Standards Institute
- American Concrete Institute
- Portland Concrete Association
- Asphalt Institute
- American Institute of Steel Construction
- National Association of Architectural Metal

- Manufacturers Architectural Aluminum Manufacturers Association
- The Aluminum Association
- American Society for Testing and Materials
- Flat Glass Marketing Association
- American Association of Nurserymen, Inc.
- OSHA Safety Standards
- Uniform Plumbing Code
- International Plumbing Code

**32. WARRANTY: NOT APPLICABLE**

**33. WAGE RATES:**

Department of Labor wage rates apply to this work and are included. The contractor is required to provide payroll documents for all work performed under this contract.

**34. DEFINITIONS.**

As used throughout this description/specification, the following terms will have the meaning set forth below:

Completion Date. All work must be completed by the completion date.

Contractor. The term Contractor refers to the prime Contractor, subcontractors, and all Contractor employee and personnel. The prime contractor will be responsible for ensuring all subcontractors comply with the provisions of this contract.

Contractor Quality Control Inspector (QCI). Person designated by the Contractor to perform the Contractor's Quality Control program. A QCI will be responsible for implementing the Contractor Accident Prevention Plan, and will have the authority to determine for the Contractor if work is ready for government inspection and make decisions for the Contractor on re-performance.

Contractor Representative (CR). Individual(s) selected to represent the interests of the Contractor with regards to all matters and activities involving this contract, and will be the onsite Contractor employee who is responsible for safety.

Contracting Officer (KO). A person with the authority to enter into, administer, and/or terminate contracts for the Government, and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer.

Technical Point of contact (TPOC). Person designated as the authorized representative of the Contracting Officer.

EM 385-1-1. Corps of Engineers Safety and Health Requirements Manual, located on the web at [https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-](https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1)

[1.pdf](#) or latest version. Click on Organization, then Safety and Occupational Health, then Publications.

Inspector. Individual designated by the TPOC to perform Quality Assurance.

Policing. The picking up of trash, debris, ashes, garbage, and miscellaneous waste, and disposing of the same in accordance with contract specifications.

Quality Assurance. A method used by the Government to provide a measure of control over the quality of services provided by the Contractor.

Quality Control. A method used by the Contractor to control the quality of services he/she provides for the Government.

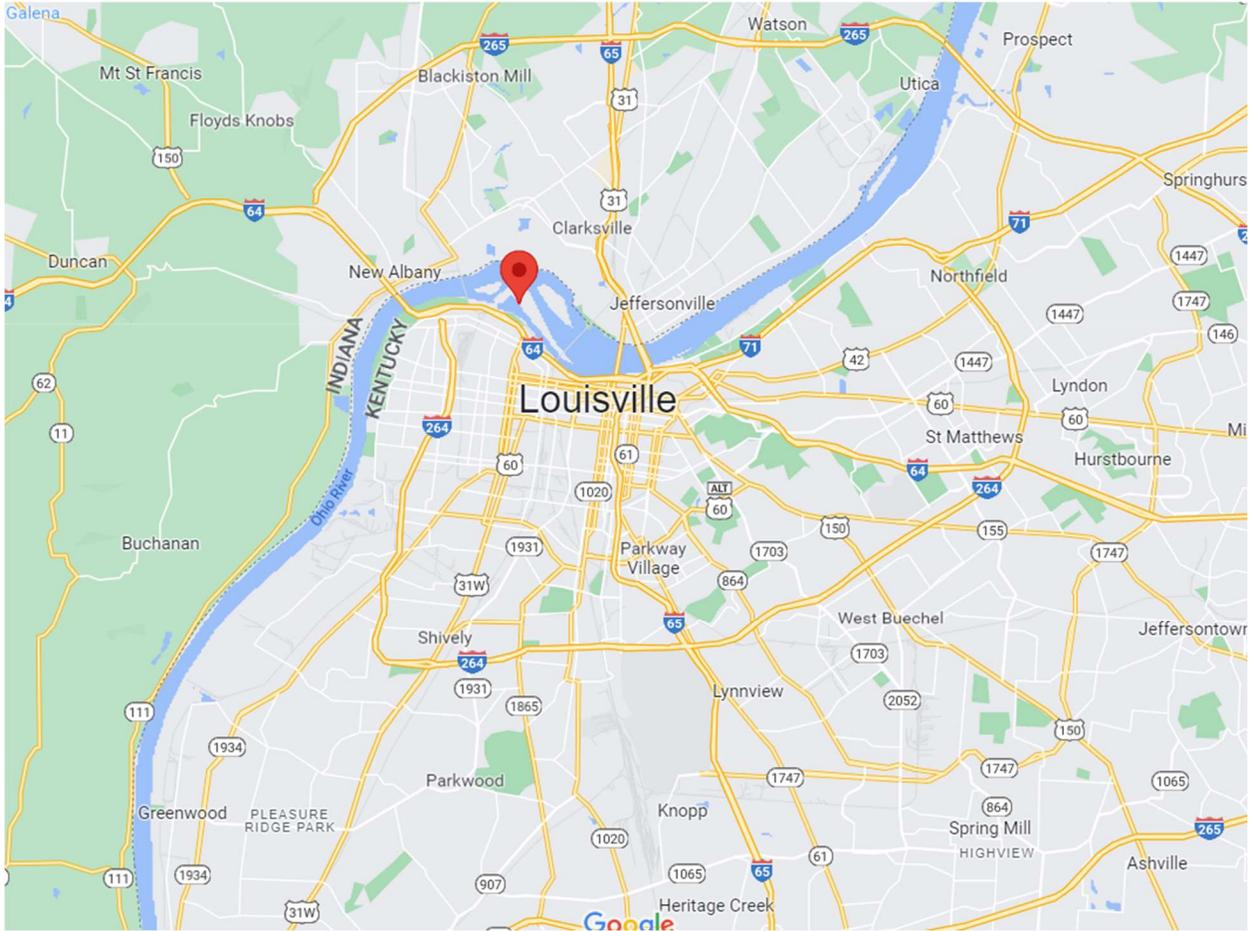
Project Manager. A uniformed individual designated responsibility for overseeing the general operation, and administration of the project. i.e. Project Manager, Maintenance Leader.

Trash. A variety of unsalvageable waste material such as metal, glass, rags, tin cans, rubbish, plastic bottles, paper, wrappings, containers, cartons, and similar material.

**35. INDEX OF EXHIBITS:**

<b>EXHIBITS</b>	<b>DESCRIPTION</b>
Exhibit A	Site Map
Exhibit B	Miscellaneous Sample Forms
Exhibit C	Quality Control Plan Sample
Exhibit E	Accident Prevention Plan Outline
Exhibit F	Project Photos & dwgs

# Site Map



## Exhibit B

## Sample Forms

<b>CONTRACT DISCREPANCY REPORT</b> <small>For use of this form, see AR 5-20; the proponent agency is OACSIM.</small>			<b>1. CONTRACT NUMBER</b>
<b>2. TO:</b> <i>(Contractor and Manager Name)</i>		<b>3. FROM:</b> <i>(Name of QAE)</i>	
<b>DATES</b>			
<b>PREPARED</b>	<b>ORAL NOTIFICATION</b>	<b>RETURNED BY CONTRACTOR</b>	<b>ACTION COMPLETE</b>
<b>4. DISCREPANCY OR PROBLEM</b> <i>(Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)</i>			
<b>5. SIGNATURE OF CONTRACTING OFFICER</b>			
<b>6. TO:</b> <i>(Contracting Officer)</i>		<b>7. FROM:</b> <i>(Contractor)</i>	
<b>8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY.</b> <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
<b>9. SIGNATURE OF CONTRACTOR REPRESENTATIVE</b>			<b>10. DATE</b>
<b>11. GOVERNMENT EVALUATION</b> <i>(Acceptance, partial acceptance, rejection: attach continuation sheet if necessary)</i>			
<b>12. GOVERNMENT ACTIONS</b> <i>(Payment deduction, cure notice, show cause, other.)</i>			
<b>CLOSE OUT</b>			
<b>CONTRACTOR NOTIFIED</b>	<b>NAME AND TITLE</b>	<b>SIGNATURE</b>	<b>DATE</b>
<b>QAE</b>			
<b>CONTRACTING OFFICER</b>			

**PROPERTY CONTROL RECEIPT (ER 700-1-1)**

Sheet  of

<b>LOSING HAND RECEIPT HOLDER (HRH)</b>				<b>GAINING HAND RECEIPT HOLDER (HRH)</b>				<b>FIPS EXCESS/TRANSFER</b>			
Name: <input type="text"/>				Name: <input type="text"/>				Date: <input type="text"/>			
Off Sym: <input type="text"/>		HRH Number: <input type="text"/>		Off Sym: <input type="text"/>		HRH Number: <input type="text"/>		Reviewed By: (Name) <input type="text"/>			
Room No: <input type="text"/>		Phone: <input type="text"/>		Room No: <input type="text"/>		Phone: <input type="text"/>		Signature: <input type="text"/>			
Signature: <input type="text"/>				Signature: <input type="text"/>				Signature: <input type="text"/>			
<b>REQUESTED ACTION</b>						<b>TRANSFER (To Another UIC)</b>					
TRANSFER (Internal Only)				RETURN DATE		Gaining Command: <input type="text"/>		Gaining UIC: <input type="text"/>			
PROPERTY PASS						Gaining PBO: <input type="text"/>					
REPAIR (Property Pass)						Ship to Address: <input type="text"/>					
EXCESS						Received By: <input type="text"/>		Date: <input type="text"/>			
ITEM NO.	BAR TAG NUMBER	NOMENCLATURE	COND. CODE	SERIAL NUMBER	ACQUI. DATE	ACQUISITION PRICE	DOCUMENT NUMBER				
PRINT/TYPE: NAME/OFFICE SYMBOL/VENDOR REMOVING OR RECEIVING PROPERTY:							SIGNATURE AND DATE:				
<input type="text"/>							<input type="text"/>				
LOSING PBO: <input type="text"/>				Date: <input type="text"/>		ENG 4900-R Received In Logistics For Processing: <input type="text"/>		Date: <input type="text"/>			
Action Posted By: <input type="text"/>				Received By: <input type="text"/>							

# ACTIVITY HAZARDS ANALYSIS

Date Prepared: <input style="width: 80%;" type="text"/>	Job: <input style="width: 80%;" type="text"/>	Overall Risk Assessment Code (RAC) (Use highest code) <input style="width: 50px;" type="text"/>																																			
Project: <input style="width: 95%;" type="text"/>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="5" style="text-align: center; vertical-align: middle;">S e v e r i t y</td> <td colspan="5" style="text-align: center;">Probability</td> </tr> <tr> <td style="text-align: center;">Frequent</td> <td style="text-align: center;">Likely</td> <td style="text-align: center;">Occasional</td> <td style="text-align: center;">Seldom</td> <td style="text-align: center;">Unlikely</td> </tr> <tr> <td style="text-align: center;">Catastrophic</td> <td style="text-align: center;"><b>E</b></td> <td style="text-align: center;"><b>E</b></td> <td style="text-align: center;"><b>H</b></td> <td style="text-align: center;"><b>H</b></td> <td style="text-align: center;"><b>M</b></td> </tr> <tr> <td style="text-align: center;">Critical</td> <td style="text-align: center;"><b>E</b></td> <td style="text-align: center;"><b>H</b></td> <td style="text-align: center;"><b>H</b></td> <td style="text-align: center;"><b>M</b></td> <td style="text-align: center;"><b>L</b></td> </tr> <tr> <td style="text-align: center;">Marginal</td> <td style="text-align: center;"><b>H</b></td> <td style="text-align: center;"><b>M</b></td> <td style="text-align: center;"><b>M</b></td> <td style="text-align: center;"><b>L</b></td> <td style="text-align: center;"><b>L</b></td> </tr> <tr> <td style="text-align: center;">Negligible</td> <td style="text-align: center;"><b>M</b></td> <td style="text-align: center;"><b>L</b></td> <td style="text-align: center;"><b>L</b></td> <td style="text-align: center;"><b>L</b></td> <td style="text-align: center;"><b>L</b></td> </tr> </table>	S e v e r i t y	Probability					Frequent	Likely	Occasional	Seldom	Unlikely	Catastrophic	<b>E</b>	<b>E</b>	<b>H</b>	<b>H</b>	<b>M</b>	Critical	<b>E</b>	<b>H</b>	<b>H</b>	<b>M</b>	<b>L</b>	Marginal	<b>H</b>	<b>M</b>	<b>M</b>	<b>L</b>	<b>L</b>	Negligible	<b>M</b>	<b>L</b>	<b>L</b>	<b>L</b>	<b>L</b>
S e v e r i t y	Probability																																				
	Frequent			Likely	Occasional	Seldom	Unlikely																														
	Catastrophic			<b>E</b>	<b>E</b>	<b>H</b>	<b>H</b>	<b>M</b>																													
	Critical	<b>E</b>		<b>H</b>	<b>H</b>	<b>M</b>	<b>L</b>																														
	Marginal	<b>H</b>	<b>M</b>	<b>M</b>	<b>L</b>	<b>L</b>																															
Negligible	<b>M</b>	<b>L</b>	<b>L</b>	<b>L</b>	<b>L</b>																																
Prepared by: <input style="width: 95%;" type="text"/>																																					
Reviewed by (USACE): <input style="width: 95%;" type="text"/>																																					
Recommended Protective Clothing & Equipment:																																					
Gloves 05.A.08 Hard Hats 05.D.01 Safety Glasses 05.B.01	Safety Boots 05.E Fall Protection 05.H Reflective Vests 05.F																																				
Feature of Work: <input style="width: 95%;" type="text"/>																																					

Add Identified Hazards					
	JOB STEPS	HAZARDS	ACTIONS TO ELIMINATE OR MINIMIZE HAZARDS	EM 385-1-1 (PARA REF)	RAC
X					
X					
X					
X					
X					

Add Identified Equipment			
	EQUIPMENT	TRAINING	INSPECTION
X			
X			
X			

## ACTIVITY HAZARDS ANALYSIS

	COMPETENT/QUALIFIED PERSON(S) - SIGNATURE	TITLE	DATE
	Add Competent/Qualified Person(s)		
	COMPETENT/QUALIFIED PERSON(S) - SIGNATURE	TITLE	DATE
X			
X			
X			
	Add Personnel Involved		
	Personnel Involved - SIGNATURE	TITLE	DATE
X			
X			
X			

## **Exhibit C**

### Quality Control Plan Sample

Prior to beginning work, each employee will be trained to perform the task he or she has been hired to perform. This training will consist of a review and thorough explanation of the contract specifications and requirements, followed by 'on-the-job' training to ensure that the contract requirements are understood. All members of a crew will be cross-trained, so that they understand all aspects of a particular type of work. Following training, each employee will be provided with a checklist of work that they are required to perform, which will serve to ensure that all aspects of a particular job are completed on time. The employee will mark each item as it is completed (with completion time), and will sign and date each sheet to ensure accountability for completed work.

Prior to start of the contract, the Contractor will designate a Quality Control Inspector (QCI) in writing. The designated QCI will perform inspections of completed work as soon as possible to ensure that the work meets contract specifications. The inspection schedule will depend on the type of work being completed; items of a routine nature will be inspected based on a random or planned sampling schedule. 100% of unusual items, items which are more important, or highly visible items will be inspected.

Allowable reject levels for all items of work will be zero.

Upon discovery of any deficiency, corrective action will be initiated immediately. The QCI will immediately either correct the deficiency personally, direct another employee to correct the deficiency, or direct the employee who marked the item as 'complete' to correct the deficiency. The QCI will meet with the employee who was responsible for initial completion of the work and review contract specifications for the work which was inadequately performed. The QCI will determine what actions caused the inadequate work and take immediate steps to ensure that the work is correctly performed the next time it is scheduled.

A Quality Control Inspection Report will be completed by the QCI for each day's work. This report will document what work was completed, what facilities were inspected, the time the inspections were performed, and the results of these inspections. This report will also document any deficiencies noted during inspections and corrective actions taken on deficiencies. This report will be provided to the Corps of Engineers the same day the work is scheduled, or the next morning prior to 9:00 a.m. by e-mail, fax, or in person.

If a Contract Discrepancy Report (CDR) is issued by the government, the Contractor will review the CDR with the QCI within one day of receipt of the CDR, and will meet with the Corps of Engineers representative as soon as possible. Prior to meeting with the Corps representative, the Contractor will meet with the QCI and the individual/crew responsible for completing the work to determine the cause of the contract discrepancy and what actions will be required to prevent any reoccurrence. The Contractor will document these actions on the CDR for submittal to the government.

The contractor will modify these procedures as required to ensure that contract specifications are met.

**Exhibit D**  
Accident Prevention Plan Outline

Per EM 385-1-1

**APPENDIX A**  
**MINIMUM BASIC OUTLINE FOR ACCIDENT PREVENTION**  
**PLANS**

An Accident Prevention Plan (APP) is a safety and health policy and program document. The following areas are typically addressed in an APP, but an APP shall be job-specific and shall also address any unusual or unique aspects of the project or activity for which it is written.

The APP shall interface with the employer's overall safety and health program, and a copy shall be available on the work site. Any portions of the overall safety and health program that are referenced in the APP shall be included as appropriate. ANSI/ASSE A10.38 should be referenced for Programmatic Issues. > For LIMITED-SCOPE SERVICE, SUPPLY AND R&D CONTRACTS, for example, mowing (only), park attendant, rest room cleaning, the Contracting Officer and SOHO may allow an ABBREVIATED APP (customized APP requirements and waive the more stringent elements of this section). > *See 01.A.11, and Appendix A, paragraph 11.*

1. SIGNATURE SHEET. Title, signature, and phone number of the following:
  - a. Plan preparer (Qualified Person, Competent Person, such as corporate safety staff person, QC);
  - b. Plan must be approved, by company/corporate officers authorized to obligate the company;
  - c. Plan concurrence (e.g., Chief of Operations, Corporate Chief of Safety, Corporate Industrial Hygienist, project manager or superintendent, project safety professional, project QC). Provide concurrence of other applicable corporate and project personnel (Contractor).  
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2. BACKGROUND INFORMATION. List the following:
  - a. Contractor;
  - b. Contract number;
  - c. Project name;
  - d. Brief project description, description of work to be performed, and location; phases of work anticipated (these will require an AHA).
3. STATEMENT OF SAFETY AND HEALTH POLICY.  
Provide a copy of current corporate/company Safety and Health Policy Statement, detailing commitment to providing a safe and healthful workplace for all employees. The Contractor's written safety program goals, objectives, and accident experience goals for this contract should be provided.
4. RESPONSIBILITIES AND LINES OF AUTHORITIES. Provide the following:
  - a. A statement of the employer's ultimate responsibility for the implementation of his SOH program;
  - b. Identification and accountability of personnel responsible for safety at both corporate and project level. Contracts specifically requiring safety or industrial hygiene personnel shall include a copy of their resumes. Qualifications shall include the OSHA 30-hour course or equivalent course areas as listed here:
    - (1) OSH Act/General Duty Clause;
    - (2) 29 CFR 1904, Recordkeeping;

- (3) Subpart C: General Safety and Health Provisions, Competent Person;  
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- (4) Subpart D: Occupational Health and Environmental Controls, Citations and Safety Programs;
- (5) Subpart E: PPE, types and requirements for use;
- (6) Subpart F: understanding fire protection in the workplace;
- (7) Subpart K: Electrical;
- (8) Subpart M: Fall Protection;
- (9) Rigging, welding and cutting, scaffolding, excavations, concrete and masonry, demolition; health hazards in construction, materials handling, storage and disposal, hand and power tools, motor vehicles, mechanized equipment, marine operations, steel erection, stairways and ladders, confined spaces or any others that are applicable to the work being performed.
- c. The names of Competent and/or Qualified Person(s) and proof of competency/qualification to meet specific OSHA Competent/Qualified Person(s) requirements must be attached. The District SOHO will review the qualifications for acceptance;
- d. Requirements that no work shall be performed unless a designated competent person is present on the job site;
- e. Requirements for pre-task safety and health analysis;
- f. Lines of authority;
- g. Policies and procedures regarding noncompliance with safety requirements (to include disciplinary actions for violation of safety requirements) should be identified;
- h. Provide written company procedures for holding managers and supervisors accountable for safety. A-3 EM 385-1-1 15 Sep 08
- 5. SUBCONTRACTORS AND SUPPLIERS. If applicable, provide procedures for coordination SOH activities with other employers on the job site:
  - a. Identification of subcontractors and suppliers (if known);
  - b. Safety responsibilities of subcontractors and suppliers.
- 6. TRAINING.
  - a. Requirements for new hire SOH orientation training at the time of initial hire of each new employee.
  - b. Requirements for mandatory training and certifications that are applicable to this project (e.g., explosive actuated tools, confined space entry, crane operator, diver, vehicle operator, HAZWOPER training and certification, PPE) and any requirements for periodic retraining/recertification.
  - c. Procedures for periodic safety and health training for supervisors and employees.
  - d. Requirements for emergency response training. > See paragraph 9.b. below for a list of requirements that may require emergency response training.
- 7. SAFETY AND HEALTH INSPECTIONS.
  - a. Specific assignment of responsibilities for a minimum daily job site safety and health inspection during periods of work activity: Who will conduct (e.g., SSHO, PM, safety professional, QC, supervisors, employees – depends on level of technical proficiency needed to perform said inspections), proof of inspector's training/qualifications, when inspections will be conducted, procedures for documentation, deficiency tracking system, and follow-up procedures;  
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  - b. Any external inspections/certifications that may be required (e.g., USCG).
- 8. ACCIDENT REPORTING. The Contractor shall identify person(s) responsible to provide the following:

- a. Exposure data (man-hours worked);
  - b. Accident investigations, reports, and logs: Report all accidents as soon as possible but not more than 24 hours afterwards to the Contracting Officer/Representative (CO/COR). The contractor shall thoroughly investigate the accident and submit the findings of the investigation along with appropriate corrective actions to the CO/COR in the prescribed format as soon as possible but no later than five (5) working days following the accident. Implement corrective actions as soon as reasonably possible;
  - c. The following require immediate accident notification:
    - (1) A fatal injury;
    - (2) A permanent total disability;
    - (3) A permanent partial disability;
    - (4) The hospitalization of three or more people resulting from a single occurrence;
    - (5) Property damage of \$200,000 or more.
9. PLANS (PROGRAMS, PROCEDURES) REQUIRED BY THE SAFETY MANUAL. Based on a risk assessment of contracted activities and on mandatory OSHA compliance programs, the Contractor shall address all applicable occupational risks and compliance plans. Using the EM 385-1-1 as a guide, plans may include but not be limited to:
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- a. Layout plans (04.A.01);
  - b. Emergency response plans:
    - (1) Procedures and tests (01.E.01);
    - (2) Spill plans (01.E.01, 06.A.02);
    - (3) Firefighting plan (01.E.01, Section 19);
    - (4) Posting of emergency telephone numbers (01.E.05);
    - (5) Man overboard/abandon ship (Section 19.A.04);
    - (6) Medical Support. Outline on-site medical support and off-site medical arrangements including rescue and medical duties for those employees who are to perform them, and the name(s) of on-site Contractor personnel trained in first aid and CPR. A minimum of two employees shall be certified in CPR and first-aid per shift/site (Section 03.A.02; 03.D);
  - c. Plan for prevention of alcohol and drug abuse (01.C.02);
  - d. Site sanitation plan (Section 02);
  - e. Access and haul road plan (4.B);
  - f. Respiratory protection plan (05.G);
  - g. Health hazard control program (06.A);
  - h. Hazard communication program (06.B.01);
  - i. Process Safety Management Plan (06.B.04);
  - j. Lead abatement plan (06.B.05 & specifications);
  - k. Asbestos abatement plan (06.B.05 & specifications);
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- l. Radiation Safety Program (06.E.03.a);
  - m. Abrasive blasting (06.H.01);
  - n. Heat/Cold Stress Monitoring Plan (06.I.02)
  - o. Crystalline Silica Monitoring Plan (Assessment) (06.M);
  - p. Night operations lighting plan (07.A.08);
  - q. Fire Prevention Plan (09.A);
  - r. Wild Land Fire Management Plan (09.K);
  - s. Hazardous energy control plan (12.A.01);
  - t. Critical lift Plan (16.H);

- u. Contingency plan for severe weather (19.A.03);
  - v. Float Plan (19.F.04);
  - w. Site-Specific Fall Protection & Prevention Plan (21.C);
  - x. Demolition plan (to include engineering survey) (23.A.01);
  - y. Excavation/trenching plan (25.A.01);
  - z. Emergency rescue (tunneling) (26.A.);
  - aa. Underground construction fire prevention and protection plan (26.D.01);
  - bb. Compressed air plan (26.I.01);
  - cc. Formwork and shoring erection and removal plans (27.C);
  - dd. Precast Concrete Plan (27.D);  
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  - ee. Lift slab plans (27.E);
  - ff. Steel erection plan (27.F.01);
  - gg. Site Safety and Health Plan for HTRW work (28.B);
  - hh. Blasting Safety Plan (29.A.01);
  - ii. Diving plan (30.A.13);
  - jj. Confined space Program (34.A).
10. RISH MANAGEMENT PROCESSES. Detailed project-specific hazards and controls shall be provided by an Activity Hazard Analysis (01.A.13) for each major phase/activity of work.
11. ABBREVIATED APP for LIMITED-SCOPE SERVICE, SUPPLY AND R&D CONTRACTS. If service, supply and R&D contracts with limited scopes are awarded, the contractor may submit an abbreviated Accident Prevention Plan. This APP shall address the following areas at a minimum. If other areas of the EM 385-1-1 are pertinent to the contract, the contractor must assure these areas are addressed as well.
- a. Title, signature, and phone number of the plan preparer.
  - b. Background Information to include: Contractor; Contract number; Project name; Brief project description, description of work to be performed, and location (map); The project description shall provide a means to evaluate the work being done (see AHA requirements in 01.A.13) and associated hazards involved. Contractor's APP shall address the identified hazards involved and the control measures to be taken.
  - c. Statement of Safety and Health Policy detailing their commitment to providing a safe and healthful workplace for all employees.  
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  - d. Responsibilities and Lines of Authorities – to include a statement of the employer's ultimate responsibility for the implementation of his SOH program; Identification and accountability of personnel responsible for safety at all levels to include designated site safety and health officer (SSHO) and associated qualifications. The District SOHO will review the qualifications for acceptance.
  - e. Training - new hire SOH orientation training at the time of initial hire of each new employee and any periodic retraining/recertification requirements.
  - f. Procedures for job site inspections - assignment of responsibilities and frequency.
  - g. Procedures for reporting man-hours worked and reporting and investigating any accidents as soon as possible but not more than 24 hours afterwards to the Contracting Officer/Representative (CO/COR). An accident that results in a fatal injury, permanent partial or permanent total disability shall be immediately reported to the Contracting Officer.
  - h. Emergency Planning. Employees working alone shall be provided an effective means of emergency communication. This may be cellular phone, two-way radio or other acceptable

means. The selected means of communication must be readily available and must be in working condition.

- i. Drinking Water provisions, toilet and washing facilities.
- j. First Aid and CPR training (at least two employees on each shift shall be qualified/certified to administer first aid and CPR) and provision of first aid kit (types/size).
- k. Personal Protective Equipment.
  - (1) WORK CLOTHING - Minimum Requirements. Employees shall wear clothing suitable for the weather however minimum requirements for work shall be short-sleeve shirt, long pants (excessively long or baggy pants are prohibited) and leather work shoes. If analysis determines that safety-toed (or other protective) footwear is necessary (i.e., mowing, weed eating, chain saw use, etc.), they shall be worn.
  - (2) Eye and Face Protection. Eye and face protection shall be worn as determined by an analysis of the operations being performed HOWEVER, all involved in chain saw use, chipping, stump grinding, pruning operations, grass mowing, weed eating and blowing operations shall be provided safety eyewear (Z87.1) as a minimum.
  - (3) Hearing Protection. Hearing protection must be worn by all those exposed to high noise activities (to include grass mowing and trimming, chainsaw operations, tree chipping, stump grinding and pruning).
  - (4) Head Protection. Hard hats shall comply with ANSI Z89.1 and shall be worn by all workers when a head hazard exists. At a minimum, hard hats shall be worn when performing activities identified in (2) above.
  - (5) High Visibility Apparel shall comply with ANSI/ISEA 107, Class 2 requirements at a minimum and shall be worn by all workers exposed to vehicular or equipment traffic.
  - (6) Protective Leg chaps shall be worn by all chainsaw operators.
  - (7) Gloves of the proper type shall be worn by persons involved in activities that expose the hands to cuts, abrasions, punctures, burns and chemical irritants.
  - (8) If work is being performed around water and drowning is a hazard, PFDs must be provided and worn as appropriate.
- l. Machine Guards and safety devices. Lawn maintenance equipment must have appropriate guards and safety devices in place and operational.  
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- m. Hazardous Substances. When any hazardous substances are procured, used, stored or disposed, a hazard communication program must be in effect and MSDSs shall be available at the worksite. Employees shall have received training in hazardous substances being used. When the eyes or body of any person may be exposed to corrosives, irritants or toxic chemicals, suitable facilities for quick drenching or flushing of the eyes and body shall be provided within 10 seconds of the worksite.
- n. Traffic control shall be accomplished in accordance with DOT's MUTCD.
- o. Control of Hazardous Energy (Lockout/Tagout). Before an employee performs any servicing or maintenance on any equipment where the unexpected energizing or startup of the equipment could occur, procedures must be in place to ensure adequate control of this energy.
- p. Driving, working on (i.e., working with equipment/mowers) while on slopes, working from/in boats/skiffs, etc. shall also be considered and dealt with accordingly.  
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## Exhibit E

Project Photos (double click icon to open)



Exterior Vault.jpg



Panel to Wall.jpg



Existing Elec. Req..jpg



Interior Vault.jpg