

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 34
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 11-Dec-2006	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY USACE, CONTRACTING DIVISION ATTN: CEMVN-CT, ROOM 172 7400 LEAKE AVE. NEW ORLEANS LA 70118-3651	CODE W912P8	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W912P8-07-R-0012	
		X	9B. DATED (SEE ITEM 11) 22-Nov-2006	
			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 _____ 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 CONTRACTS/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.) Solicitation W912P8-07-R-0012 for multiple award clay material contracts to provide earthen clay material for the improvement of Hurricane Protection Levees in Orleans, St. Bernard, and Plaquemines Parishes, Louisiana is hereby amended. Proposal due date will be extended to Thursday, January 4, 2007 at 2:00 pm CST in Room 163.				
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 _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 11-Dec-2006

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:AMENDMENT**1.** Page 7, Paragraph 2, Line 1

From: Tuesday, December 19, 2006, at 2:00 PM CST in Room 163

To: Thursday, January 4, 2007, at 2:00 PM CST in Room 163.

2. Page 9, C-1 GENERAL, Line 5

Delete the word "District" after the words "New Orleans".

3. Page 9, C-3 WORK SITE, Starting at Line 1

From: All work will be performed at the Borrow Delivery Areas that have been identified for each of the Parishes.

To: All borrow will be delivered by the Contractor to the Government's Designated Stockpile Area(s) (Borrow Delivery Area) as specified in each Task Order.

4. Page 9, C-5 TASK ORDERS, Line 5

Add word "contract" after the word "successful" and before the word "awardees".

5. Page 9, C-6 DELIVERY REQUIREMENTS, 1. Task Order Durations

Modify table labeled "Task Order Durations" as follows:

Task Order Durations

Quantity Ordered	Required Delivery Duration (calendar days)
Greater than 400,000 CY	At an average rate of 5,000 CY per calendar day
200,001 to 400,000 CY	80
100,001 to 200,000 CY	40
50,001 to 100,000 CY	20
20,001 to 50,000 CY	15
20,000 CY or less	9

6. Page 9, C-6 DELIVERY REQUIREMENTS, 2. Access

Delete paragraphs a), b), c) in their entirety.

Add: All delivery areas will be accessed via navigable waterways, public roads, and Corps-designated access corridors.

7. Page 10, C-6 DELIVERY REQUIREMENTS

Delete in paragraph 3 Offloading Sites and Equipment in its entirety.

Add new paragraph 3 as follows:

3. Off-loading Sites, Access Roads and Designated Stockpile Areas and Equipment

The Contractor shall develop and maintain off-loading points, haul roads and designated stockpile areas necessary to perform the work for each Task Order. Each Task Order will identify the access corridor(s) and the Government's designated stockpile area(s). No separate measurement or payment will be made for development or maintenance of off-loading points, haul roads or stock pile areas. At all times, the Contractor shall comply with STORM WATER GENERAL PERMIT FOR CONSTRUCTION ACTIVITIES PERMIT NO. LAR100000 (1999), Authorization to Discharge Under The Louisiana Pollutant Discharge Elimination System in the access corridor(s) and the designated stockpile area(s). No separate measurement or payment will be made for development or maintenance of off-loading points, haul roads or stock pile areas.

The Contractor shall deliver all earthen clay materials (borrow) to the Government's designated stockpile area(s) identified in each Task Order using the access corridor(s) shown in each Task Order. The Contractor shall provide equipment at each off-loading point and Government's designated stockpile area such that the offloading of borrow will occur at a delivery rate such that the work can be completed within the Task Order's required delivery duration time.

Task Orders may require that the Contractor deliver borrow to a single or multiple separated stockpiles within a Government designated stockpile area (s). The Contractor should plan on moving their offloading operation to different access corridors where deliveries are needed to meet the requirements of the project. No separate measurement or payment will be made for the moving of Contractor's offloading operation or equipment.

The Contractor may request use of a single access corridor and haul the borrow to the Government's designated stockpile area(s). However, the Contractor is cautioned that they may not haul outside the limits of the stockpile area(s) to be designated in each Task Order nor shall they interfere with other Contractors operating in the area(s). Additionally, the ground conditions in the stockpile area(s) and access corridor(s) designated in a Task order may not support hauling equipment.

Additional access corridors that are not designated in a Task Order may be requested for use should the Contractor need them to meet the delivery demands of the contract; however, the Government reserves the right to deny access at any or all additionally requested access corridors to avoid conflict between operations within a project site. All requested use of access corridors must be approved by the Government prior to commencement of activities. Contractor will provide any additional access at no additional cost to the Government.

8. Page 12, C-11 EXCAVATION PLAN

At the beginning of the first paragraph, add "Upon award of a Task Order, "

9. Page 14, C-12.3 Proposal Package Requirements for Commercial Sources

Add: New Point 8 as follows:

8. The Contractor shall comply with STORM WATER GENERAL PERMIT FOR CONSTRUCTION ACTIVITIES PERMIT NO. LAR100000 (1999), Authorization to Discharge Under The Louisiana Pollutant Discharge Elimination System.

10. Page 15, C-12.4 Proposal Package Requirements for Non-Commercial Sources

Point 4, line 2,

From: alternate borrows area

To: proposed borrow area

11. Page 15, C-12.4 Proposal Package Requirements for Non-Commercial Sources

Add: New Point 10 as follows:

10. The Contractor shall comply with STORM WATER GENERAL PERMIT FOR CONSTRUCTION ACTIVITIES PERMIT NO. LAR100000 (1999), Authorization to Discharge Under The Louisiana Pollutant Discharge Elimination System.

12. Page 15, C-13 MEASUREMENT OF BARGE DELIVERY

Delete in this paragraph in its entirety.

Add new paragraph as follows:

C-13 QUANTITY SURVEYS

1. After offloading at the Government's designated stockpile, the Contractor, at no cost to the Government, shall adequately shape the newly placed stockpile, survey the newly placed stockpile and calculate the quantity of clay material by using the end area method. All surveys conducted by the Contractor shall be coordinated with the Contracting Officer or his designate. All surveys conducted by the Contractor shall be witnessed by the Contracting Officer or his designate unless the Contracting Officer waives this requirement in a specific instance. All surveys and calculations conducted by the Contractor shall be performed to the satisfaction of the Contracting Officer or his designate.
2. Within twenty-four hours of completing a quantity survey, the Contractor shall provide the Contracting Officer with the original of all field notes and all other records that relate to the quantity survey and calculations used to determine the quantity of clay material for which payment will be requested. The Contractor shall retain copies off all such notes, records, calculations and related data furnished to the Contracting Officer.
3. Measurements will be taken at a frequency directed by the Contracting Officer or his designate to avoid overcrowding of the Government's designated stockpiling area and to maintain a steady supply of material to the levee constructor.
4. Settlement plates may be used.

5. Allowance will not be made for wastage or shrinkage during transportation from the point of excavation.
 6. The Government will inspect each load of clay material prior to its placement into the Government's designated stockpile. The Government may reject all loads that do not meet the specifications of this contract.
 7. The Contractor shall maintain control of material moved into and out of stockpiles to assure measurement integrity.
 8. For Government scheduling purposes only, the Contractor shall report daily the approximate quantity of material in transit to the Government's stockpiling area.
- 13.** Page 16, C-14 MEASUREMENT VEHICLE DELIVERY
Delete in its entirety.
- 14.** Page 17, C-16 EARTHEN CLAY MATERIAL, C-16.3 Delivery of Clay Material
At the end of the paragraph, add "The Contractor shall comply with STORM WATER GENERAL PERMIT FOR CONSTRUCTION ACTIVITIES PERMIT NO. LAR100000 (1999), Authorization to Discharge Under The Louisiana Pollutant Discharge Elimination System. "
- 15.** Page 26, G-1 INVOICES, G-1.2 Submit additional copy of invoice to the Technical Point of Contact (TPOC)
Change from: Thomas Waguespack
Change to: Jay Joseph
- Change from: CEMVN-CD-CS
Change to: CEMVN-HPO
- 16.** Page 28, H19 ACCIDENT PREVENTION PROGRAM
Typographic error. H19 should be H9.
- 17.** Page 30, H16 UTILITY SERVICES
Delete this paragraph in its entirety.
- 18.** Page 33, H-27 ENVIRONMENTAL DOCUMENTATION, Line 4
From: offer
To: offeror
- 19.** Page 37, Section I Contract Clauses, 52.216-18 ORDERING. (OCT 1995)
Paragraph (a)
From: January 1, 2007 through December 31, 2008
To: the date the contract award is signed and becomes effective to a date twenty-four months subsequent.

- 20.** Page 39, Section I Contract Clauses, 52.216-22 INDEFINITE QUANTITY. (OCT 1995)
Paragraph (d)
From: after December 31, 2008.
To: after twenty-four months following the date the contract award is signed and becomes effective.
- 21.** Page 52, SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS
From: (c) GENERAL
To: A. GENERAL
- 22.** Page 53, SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS,
B. Proposal Form, Format and Content,
1.b Availability, Timeliness and Delivery Capability

After the word “materials”, delete “to include a detailed delivery capability plan” and replace with the words “in accordance with Section C-11 EXCAVATION PLAN.”

- 23.** Page 66, SECTION M EVALUATION FACTORS FOR AWARD
Paragraph entitled Combined Technical/Performance Price Trade-Off

Line4: Change from: as addressed in paragraph (3) below.
Change to: as addressed below.

Paragraph M-1 BASIS FOR CONTRACT AWARD, (g)

Paragraph (g), Line 4: Add a comma between the words “equal” and “price”.

Paragraph M-1 BASIS FOR CONTRACT AWARD, (e), starting in line 3

Paragraph (h), Line 3

After the words “are treated as”, change “approximately equal to “ to “more important than”.

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The required response date/time has changed from 21-Dec-2006 02:00 PM to 04-Jan-2007 02:00 PM.
The depository location has changed from Room 184 to Room 163.

The following have been modified:

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1 GENERAL

The work consists of providing up to \$90,000,000 of earthen clay material for the continued restoration and improvement of the hurricane protection levees in Southeastern Louisiana. This Multiple Award Indefinite Delivery - Indefinite Quantity Contract for Earthen Clay Material addresses the earthen material needed in Orleans, St. Bernard, , and Plaquemines Parishes by the Hurricane Protection Office U.S. Army Corps of Engineers, New Orleans, 7400 Leake Ave., New Orleans, LA 70118. The Corps of Engineers intends to award multiple Indefinite Delivery – Indefinite Quantity (IDIQ) Contracts for this work.

C-2 SCOPE OF WORK

This contract is for the excavation, processing, delivery and offloading of earthen clay material (borrow) that is suitable for levee embankment construction in the Orleans, St. Bernard, and Plaquemines Parishes in Southeast Louisiana. The work to be accomplished includes furnishing all necessary labor, equipment and materials, except as otherwise specified, for performing all of the operations necessary to provide earthen clay material on a timely basis to anywhere within the designated Borrow Delivery Areas shown on maps in Section J.

C-3 WORK SITE

All borrow will be delivered by the Contractor to the Government's Designated Stockpile Area(s) (Borrow Delivery Area) as specified in each Task Order.

C-4 PERIOD OF SERVICE

The term of the base contract performance period shall end the earlier of 1 year (365 days) after date of award or when the NTE amount of \$90,000,000 has been reached. If the contracting officer elects to exercise the option period provided for in this contract, the option period will begin on the day after the expiration of the base contract performance period, whether the base contract performance period has expired due to time or due to the fact that the NTE amount has been reached.

C-5 TASK ORDERS

Individual work tasks will be handled on a Task Order Basis. Task Orders will be issued for varying quantities of contract line items for delivery at any one of the identified Borrow Delivery Areas depending upon the Government's need for earthen clay material. Not all of the line items may be ordered over the life of the contract. All task orders will be competed among the successful contract awardees. Modifications to individual Task Orders may be issued after the expiration of the ordering period.

C-6 DELIVERY REQUIREMENTS

1. Task Order Durations

Delivery of work under each Task Order shall be within the required delivery durations indicated in the table below; which includes time for mobilization and setup. The Task Order durations will be set as follows:

Task Order Durations

Quantity Ordered	Required Delivery Duration (calendar days)
Greater than 400,000 CY	At an average rate of 5,000 CY per Calendar day
200,001 to 400,000 CY	80
100,001 to 200,000 CY	40
50,001 to 100,000 CY	20
20,001 to 50,000 CY	15
20,000 CY or less	9

2. Access

All delivery areas will be accessed via navigable waterways, public roads, and Corps-designated access corridors.

3. Offloading Sites and Equipment:

The Contractor shall develop and maintain off-loading points, haul roads and designated stockpile areas necessary to perform the work for each Task Order. Each Task Order will identify the access corridor(s) and the Government's designated stockpile area(s). No separate measurement or payment will be made for development or maintenance of off-loading points, haul roads or stock pile areas. At all times, the Contractor shall comply with STORM WATER GENERAL PERMIT FOR CONSTRUCTION ACTIVITIES PERMIT NO. LAR100000 (1999), Authorization to Discharge Under The Louisiana Pollutant Discharge Elimination System in the access corridor(s) and the designated stockpile area(s). No separate measurement or payment will be made for development or maintenance of off-loading points, haul roads or stock pile areas.

The Contractor shall deliver all earthen clay materials (borrow) to the Government's designated stockpile area(s) identified in each Task Order using the access corridor(s) shown in each Task Order. The Contractor shall provide equipment at each off-loading point and Government's designated stockpile area such that the offloading of borrow will occur at a delivery rate such that the work can be completed within the Task Order's required delivery duration time.

Task Orders may require that the Contractor deliver borrow to a single or multiple separated stockpiles within a Government designated stockpile area (s). The Contractor should plan on moving their offloading operation to different access corridors where deliveries are needed to meet the requirements of the project. No separate measurement or payment will be made for the moving of Contractor's offloading operation or equipment.

The Contractor may request use of a single access corridor and haul the borrow to the Government's designated stockpile area(s). However, the Contractor is cautioned that they may not haul outside the limits of the stockpile area(s) to be designated in each Task Order nor shall they interfere with other Contractors operating in the area(s). Additionally, the ground conditions in the stockpile area(s) and access corridor(s) designated in a Task order may not support hauling equipment.

Additional access corridors that are not designated in a Task Order may be requested for use should the Contractor need them to meet the delivery demands of the contract; however, the Government reserves the right to deny access at any or all additionally requested access corridors to avoid conflict between operations within a project site. All requested use of access corridors must be approved by the Government prior to commencement of activities. Contractor will provide any additional access at no additional cost to the Government.

C-7 POST AWARD

The Contractor's key project management personnel are required to attend a Post Award Conference at a work location or other facility as designated by the Corps of Engineers to review standard contract administration procedures and to review local installation standard procedures regarding safety, security, local permits, etc.

Specific Task Orders, depending upon their complexity, may also require that a Pework Conference or Contractor Quality Control meeting be held with representatives of the Corps of Engineers in addition to standard joint meetings between the Corps and the Contractor to review weekly progress.

C-8 PAYMENT

No separate payment will be made for the excavation required to fulfill the terms of this contract. Rather payment shall be included in the contract line item unit prices. Payment for earthen clay material will be made at the applicable contract unit price. Price and payment shall constitute full compensation for furnishing all material and equipment and performing all labor necessary for excavating, processing, delivering and offloading earthen clay material at the designated Borrow Delivery Areas and all other operations incidental thereto.

C-9 BORROW SITE APPROVAL

Approval of the location and dimensions of any Contractor furnished borrow site shall neither relieve the Contractor from their obligation to furnish satisfactory material to the project nor commit the Government to the acceptance of the responsibility for the character, quantity, or availability of material in Contractor material sites.

C-10 CONTRACTOR COSTS

All costs arising or growing out of the use of Contractor clay material sites shall be borne by the Contractor. The Contracting Officer will exercise strict quality control to assure that the Contractor's clay material site(s) are of the minimal size sufficient only to complete work covered under this contract. The character of the material therein, as indicated by soil samples,

tests and reports performed by an approved independent laboratory at the Contractor's expense, must meet all the requirements of the specifications.

C-11 EXCAVATION PLAN

Upon award of a task order, the Contractor shall provide the Contracting Officer a plan for clearing, stripping, and excavating materials from the proposed Contractor clay material source. In its plan, the Contractor shall show work areas; all stockpile areas; soil boring locations, soil boring logs and soil classification test results for the pits to be excavated; etc, within its leased or owned property boundaries. The Contractor shall not work or move material outside the boundaries of the approved limits of its clay material source. The Contractor shall indicate in writing and show on its layout plans details of the following:

1. A stockpile plan for cleared and stripped material and debris to include disposal areas.
2. The locations for disposal of wasted material discovered in the clay material source. Location of any haul roads constructed to help the Contractor in its hauling operations.
3. A plan for stockpiling embankment material before it is transported to the project site to include locations, stockpile heights, slopes, and limits.
4. The method and route for transporting the excavated material from the clay material source to the delivery areas.
5. The proposed methods for draining and keeping dry during excavation the clay material source excavated under this contract, including any protection dikes constructed to alleviate drainage problems.
6. A complete list of excavation and transportation equipment planned for use in its operations.
7. The Contractor's proposed sequence of excavating the clay material source showing starting and ending work locations and excavation depths.
8. A list of the permits required and issuing office.

C-12 CONTRACTOR SOURCES FOR SUPPLYING EARTHEN CLAY MATERIAL

The Contractor shall provide information and follow specific guidance pertaining to the earthen clay material supply sources. The Contractor's source for earthen clay material must be approved by the Contracting Officer. The Contractor shall be solely responsible for any and all damages, claims for damages and liability of any nature whatsoever arising from or growing out of the use of non-commercial clay material sites.

C-12.1 Quality Control

The Contractor shall establish and maintain quality control for excavation operations to assure compliance with contract requirements, and maintain records of its quality control including, but not limited to, disposition of materials, a testing program, location of tested materials, laboratory test results, and all other investigative documents or reports pertaining to the potential borrow site.

The original and two (2) copies of these records of inspections and tests, as well as the records of any corrective actions taken, shall be available for the Government's review.

C-12.2 Earthen Clay Material Sources

All material sources, including recognized commercial sources, shall be submitted as part of the Contractor's proposal and must be accepted prior to contract award. Evaluation for award of a contract will weigh heavily upon the information provided therefore; Contractors should provide as much detailed pertinent information as available for the Government's review. If a Contractor proposes a clay material source without the required environmental compliance supporting documentation, the Government may reject the proposal in its entirety. The Government reserves the right to disapprove the use of any source located in woodlands or wetlands or that has cultural or other recognized natural resources located within its boundaries, regardless of when these items are discovered.

C-12.3 Proposal Package Requirements for Commercial Sources

As a minimum, the following information shall be submitted by the Contractor in a single, complete package in quadruplicate as part of their proposal:

1. Maps showing locations, boundaries and directions to site. Maps should indicate latitude and longitude and/or NAD 83 grid coordinates.
2. Soil Boring Logs, Report, and Laboratory Soil Classification Test Results that are taken in accordance with soil test guidance in Section J.
3. Section 404 of the Clean Water Act: U.S. Army Corps of Engineers permit number, name of permittee, date of permit and parish or county of the commercial source (a copy of the permit should be submitted). Should the Contractor's material source not be subject to permitting by the U.S. Army Corps of Engineers, appropriate supporting documentation may be submitted to support the source as being a site not subject to Corps jurisdiction.
4. National Historic Preservation Act: If commercial source has not been previously authorized by the U.S. Army Corps of Engineers Environmental Branch, a Cultural Resources Investigation Report that meets Section 106 of the Cultural Resources Act standards will be provided in the bid packet. The report will include written concurrence from the Louisiana State Historic Preservation Officer (SHPO). The Government will evaluate this information as part of the best value proposal evaluation process.
5. Hazardous, Toxic, and Radioactive Waste: If source has not been previously authorized by the U.S. Army Corps of Engineers Environmental Branch, a Hazardous, Toxic, and Radioactive Waste (HTRW) Phase One Report completed by a professional knowledgeable in this discipline will be provided. The Government will evaluate this information as part of the best value proposal evaluation process.

6. Coastal Zone Management Act

If commercial source has not been previously authorized by the U.S. Army Corps of Engineers Environmental Branch, a Coastal Zone Management Permit will be provided. Should the Contractor's material source not be subject to permitting by the Louisiana Department of Natural Resources (LaDNR), appropriate supporting documentation will be submitted to support the source as being a site not subject to LaDNR jurisdiction. The Government will evaluate this information as part of the best value proposal evaluation process.

7. Threatened and Endangered Species Act

If commercial source has not been previously authorized by the U.S. Army Corps of Engineers Environmental Branch, Contractor's proposal shall include documentation from the U.S. Fish and Wildlife Service that concurs with a determination of the impacts the project will have on any Threatened and Endangered species or their designated critical habitat.

8. The Contractor shall comply with STORM WATER GENERAL PERMIT FOR CONSTRUCTION ACTIVITIES PERMIT NO. LAR100000 (1999), Authorization to Discharge Under the Louisiana Pollutant Discharge Elimination System.

C-12.4 Proposal Package Requirements for Non-Commercial Sources

As a minimum, the following information shall be submitted by the Contractor in a single, complete package in quadruplicate as part of their proposal:

1. Zoning classification. Written evidence that the property intended for use as a clay material source contains the proper zoning classification that will allow the Contractor to excavate the property and use it as a clay material source. This evidence shall consist of a letter from the local land zoning office stating the zoning classification of the clay material source.

2. Soil Boring Logs, Report, and Laboratory Soil Classification Test Results that are taken in accordance with soil test guidance in Section J.

3. Maps as follows:

(a) Location and Direction map of the general area giving detailed instructions on how to get to the clay material source from the nearest major highway

(b) Topographic map(s) with scale of 1:24,000.

(c) Layout map with dimensions and property reference points of the clay material source showing the dimensions of the clay material source, locations of soil borings, and reference points tied to the property boundaries. The map shall show the location and dimensions of any haul road that exists or is to be constructed to help the Contractor in its hauling operation. The map shall also show the location and dimensions of any protection dikes which will help the Contractor drain and keep the clay material source dry.

(d) Soil boring location map.

(e) The most recent Parish surface soils map with the location of the borrow area superimposed.

4. Plotted cross sections of the clay material source in sufficient quantity (maximum of 300-ft. intervals) to give a true representation of the topography of the proposed borrow area. The proposed excavation lines shall be superimposed on these cross sections, so that an accurate computation of the available material can be made.
5. Section 404 of the Clean Water Act: U.S. Army Corps of Engineers permit number, name of permittee, date of permit and parish or county of the source (a copy of the permit should be submitted). Should the Contractor's material source not be subject to permitting by the U.S. Army Corps of Engineers, appropriate supporting documentation may be submitted to support the source as being a site not subject to Corps jurisdiction.
6. National Historic Preservation Act: If source has not been previously authorized by the U.S. Army Corps of Engineers Environmental Branch, a Cultural Resources Investigation Report that meets Section 106 of the Cultural Resources Act standards will be provided in the bid packet. The report will include written concurrence from the Louisiana State Historic Preservation Officer (SHPO). The Government will evaluate this information as part of the best value proposal evaluation process.
7. Hazardous, Toxic, and Radioactive Waste: If source has not been previously authorized by the U.S. Army Corps of Engineers Environmental Branch, a Hazardous, Toxic, and Radioactive Waste (HTRW) Phase One Report completed by a professional knowledgeable in this discipline will be provided. The Government will evaluate this information as part of the best value proposal evaluation process.
8. Coastal Zone Management Act: If source has not been previously authorized by the U.S. Army Corps of Engineers Environmental Branch, a Coastal Zone Management Permit will be provided. Should the Contractor's material source not be subject to permitting by the Louisiana Department of Natural Resources (LaDNR), appropriate supporting documentation will be submitted to support the source as being a site not subject to LaDNR jurisdiction. The Government will evaluate this information as part of the best value proposal evaluation process.
9. Threatened and Endangered Species Act: If source has not been previously authorized by the U.S. Army Corps of Engineers Environmental Branch, Contractor's proposal shall include documentation from the U.S. Fish and Wildlife Service that concurs with a determination of the impacts the project will have on any Threatened and Endangered species or their designated critical habitat.
10. The Contractor shall comply with STORM WATER GENERAL PERMIT FOR CONSTRUCTION ACTIVITIES PERMIT NO. LAR100000 (1999), Authorization to Discharge Under the Louisiana Pollutant Discharge Elimination System.

C-13 MEASUREMENT OF BARGE DELIVERY:

9. After offloading at the Government's designated stockpile, the Contractor, at no cost to the Government, shall adequately shape the newly placed stockpile, survey the newly placed stockpile and calculate the quantity of clay material by using the end area method. All surveys conducted by the Contractor shall be coordinated with the Contracting Officer or his designate. All surveys conducted by the Contractor shall

- be witnessed by the Contracting Officer or his designate unless the Contracting Officer waives this requirement in a specific instance. All surveys and calculations conducted by the Contractor shall be performed to the satisfaction of the Contracting Officer or his designate.
10. Within twenty-four hours of completing a quantity survey, the Contractor shall provide the Contracting Officer with the original of all field notes and all other records that relate to the quantity survey and calculations used to determine the quantity of clay material for which payment will be requested. The Contractor shall retain copies of all such notes, records, calculations and related data furnished to the Contracting Officer.
 11. Measurements will be taken at a frequency directed by the Contracting Officer or his designate to avoid overcrowding of the Government's designated stockpiling area and to maintain a steady supply of material to the levee constructor.
 12. Settlement plates may be used.
 13. Allowance will not be made for wastage or shrinkage during transportation from the point of excavation.
 14. The Government will inspect each load of clay material prior to its placement into the Government's designated stockpile. The Government may reject all loads that do not meet the specifications of this contract.
 15. The Contractor shall maintain control of material moved into and out of stockpiles to assure measurement integrity.
 16. For Government scheduling purposes only, the Contractor shall report daily the approximate quantity of material in transit to the Government's stockpiling area.

C-14 QUALITY CONTROL

Soil Boring Logs and Report, and Laboratory Soil Classification Test Results of the Contractor-furnished borrow area shall be provided by the Contractor to a depth of at least 5 feet below the depth of planned excavation. The borings shall be furnished by the Contractor at a spacing that will adequately define the material in the pit but in no case spaced greater than 500 feet on center. Borings along the proposed borrow area boundary shall be located no farther than one-half of the boring spacing in the pit or 250 feet, whichever is less. Soil samples from these borings shall be classified in accordance with the Unified Soil Classification System and shall include water content determinations based on the dry weight of the representative soil samples, taken at each 2 feet of depth of the boring or change in strata. These representative soil samples shall be submitted to an approved independent laboratory, properly labeled and sealed in an airtight container to preserve the natural water content for laboratory determination. The Contractor shall include organic content test (in accordance with ASTM D 2974 Method C) results at a minimum interval of 5 feet in the clay and silt materials. Materials that are classified in accordance with the Unified Soil Classification System as CH or CL are suitable for use as

embankment fill. Atterberg limits tests shall be required and performed in accordance with ASTM D 4318, at a minimum interval of 5 feet in the clay and silt materials. The resulting classification, plasticity, water content and organic content determinations and borrow area boring logs shall be submitted to the Contracting Officer for determination of the suitability of the material for construction use. Soil boring locations shall be shown on a layout map (longitude and latitudes to one-tenth of a second accuracy). See Section J for an attachment pertaining to soil sampling and laboratory analysis requirements.

C-15 EARTHEN CLAY MATERIALS

The earthen clay material shall be naturally occurring or Contractor blended. Soil that is classified in accordance with ASTM D2487 and the Unified Soil Classification System as CH and CL is suitable. Soil classified as ML shall be considered unsuitable; however, minor amounts of ML may be suitably blended with CH or CL to formulate a material that classifies as a CL as per ASTM D2487. Soil must be free from masses of organic matter, sticks, branches, roots, and other debris, including hazardous and regulated solid wastes. As earth from a commercial source or Contractor earthen clay material may contain excessive amounts of wood, isolated pieces of wood will not be considered objectionable in the embankment provided their length does not exceed 1 foot, their cross-sectional area is less than 4 square inches, and they are distributed throughout the fill. Not more than 1 percent (by volume) of objectionable material shall be contained in the earth material placed in each cubic yard of the levee section. Pockets and/or zones of wood shall not be acceptable. Material with a Plasticity Index, PI, of less than 10 shall not be used in the embankment as well as Material having an organic content exceeding 8% by weight.

C-15.1 Frozen Materials

Under no circumstances shall frozen earth, snow, or ice be placed in the transportation vehicles

C-15.2 Moisture Control

The Contractor shall control the moisture content of the earthen clay material. Clay material delivered shall have a moisture content ranging between the following limits:

FOR DELIVERY ONLY

<u>Type of Material</u>	<u>Moisture Content</u> (In percent dry weight)	
	<u>Maximum</u>	<u>MINIMUM</u>
CL	28	18
CH	40	20

The Contractor shall perform a minimum of one moisture content test and one Atterberg test for every 3,000 cubic yards as measured for payment and the results shall be provided within 24 hours of the taking of the sample. The Contractor shall perform the necessary work in

moisture control to bring the material within the moisture content ranges specified above. The material shall be processed to within the specified maximum moisture content before it is loaded for transport. No additional payment will be made for any moisture control, moisture control testing or Atterberg testing required in this subparagraph.

C-15.3 Delivery of Clay Material

The Contractor shall deliver clay materials to locations within the delivery areas as designated by the Government in each task order. The Contractor shall coordinate unloading operations with Government forces in stockpiling clay material at the delivery points. The Contractor shall provide all necessary equipment and labor to manage stockpiled material at the delivery points. The Contractor's quality control operations shall assure material is delivered at the delivery points at the proper moisture content. The contractor will make every effort to coordinate operations to make optimum use of a delivery site. The Contractor will assure material is not dumped haphazardly. The Contractor shall comply with STORM WATER GENERAL PERMIT FOR CONSTRUCTION ACTIVITIES PERMIT NO. LAR100000 (1999), Authorization to Discharge Under the Louisiana Pollutant Discharge Elimination System.

C-15.4 Earthen Clay Material Sources Located Within a Delivery Area

Should the Contractor propose a borrow source (commercial site or earthen clay material) within the delivery area, it shall be not be considered as "delivered." The Contractor must excavate, process, deliver, offload and stockpile the clay material to Government's designated locations required by each task order issued, regardless of where the Contractor's source is located.

C15.5 Truck Hauling

All excavated material to be hauled to the site from the clay material source shall be hauled in watertight trucks with secured binders on tailgates to the place of destination. The route for trucks carrying material to and from the delivery sites shall avoid residential streets, and shall be approved by the Contracting Officer. Trucks shall not spill or track mud on public roads. The Contractor shall take immediate action to clean up any material spilled on the roads without notification from the Contracting Officer. Failure by the Contractor to satisfactorily clean public roads used for the hauling operation shall result in the suspension of hauling operations until such roads are cleaned to the satisfaction of the Contracting Officer.

C-16 TRUCK WASH DOWN RACK

The Contractor shall provide temporary truck wash-down racks at all material source locations having entrances/exits to public roads and highways. Additionally, temporary truck wash-down racks shall be provided by the Contractor at all delivery sites. The work specified in this section consists of the Contractor designing, constructing, maintaining and operating an approved truck wash-down rack(s) to remove soil and mud from trucks as a way to minimize track out onto public roads or highways. The Contractor shall comply with STORM WATER GENERAL PERMIT FOR CONSTRUCTION ACTIVITIES PERMIT NO. LAR100000 (1999), Authorization to Discharge Under The Louisiana Pollutant Discharge Elimination System.

C-16.1 Measurement

No measurement will be made for the temporary truck wash-down rack designed, constructed, maintained and operated by the Contractor. Payment will not be made for any wash-down rack installed by the Contractor at material source locations only delivery areas. Payment for the construction of a temporary truck wash-down rack and its removal will be made at the contract unit price for "Truck Wash-Down Rack." Price and payment shall constitute full compensation for furnishing the design, labor, equipment, and material to complete the work as specified herein.

C-16.2 Execution

The Contractor shall submit its design to the Contracting Officer for approval and provide, if directed, for a hard-surfaced truck wash-down racks located at the points of entrance/exit to public roads and highways from delivery sites to eliminate mud and debris drag out onto public roads. All trucks utilized for hauling shall be pressure washed on the wash-down rack prior to departing the construction site. The truck wash-down rack shall be sized and located within the rights-of-way for the access road per the Contractor's proposed equipment and construction site layout.

1. The hard surfaced truck wash-down rack shall consist of a Contractor designed steel grated structure, wooden timber crane mats, or an equivalent method. Aggregate shall be placed between the wash down rack and the trucks point of access/egress to the public roadway.
2. All truck wash-down rack waste water and sediment shall be intercepted before draining offsite. Wash water from which sediment has been removed can be returned to the drainage ditch paralleling the edge of the access road right-of-way and collected sediment disposed of on the protected side berm of the new levee.
3. Truck wash-down racks shall remain in place even after completion of hauling for the continued use be the Government and it's construction Contractors or until the Contractor is directed to remove it to facilitate other construction operations. The Government will release all wash-down racks for removal prior to the contract completion date.
4. Upon removal of any truck wash-down rack, the area where the truck wash-down rack was located shall be restored to its original condition prior to construction activities or better. All aggregate placed between the wash-down rack and the roadway shall remain in place.
5. The Contractor shall water down the access roads that are within the construction easement area as necessary to keep dust from being blown or drifting into the adjacent areas. The Contractor shall be responsible for providing a minimum 500-gallon capacity water truck designed to apply water uniformly in controlled quantities over variable widths of surface to control dust during construction. Except in an emergency, all vehicles operating within the delivery areas and/or construction easement areas shall not exceed 15 mph.

C-17 WORKMANSHIP. All work will be performed without delays in an efficient and professional manner by personnel, who are thoroughly trained and familiar with the types of work being performed, and who possess the necessary experience to perform earth moving and

construction activities in accordance with these specifications. Any defects in workmanship or Contractor-furnished materials shall be corrected at no expense to the Government.

C-18 DAILY FIELD SERVICE REPORTS

Required daily field service reports shall be in the form of trip tickets that present at a minimum the point of origination, point of delivery, amount of material hauled, arrival and departure times, a description of the work accomplished during that trip and the signature of the Contractor's representative or as otherwise approved by the contracting officer.

C-19 GENERAL INSPECTION, QUALITY CONTROL, AND QUALITY ASSURANCE

All work and materials supplied under this contract shall be subject to timely inspection during all phases of the work. Provide Quality Control inspection prior to the Government's Quality Assurance inspection. The Contractor shall document inspection and submit reports to the Government Inspector.

C-20 PROTECTION OF MATERIAL AND WORK

The Contractor shall at all times protect and preserve all materials, supplies and equipment of every description (including property which may be Government-furnished or owned) and all work performed. All reasonable requests of the Corps of Engineers to enclose or specially protect such property shall be complied with. If, as determined by the Corps of Engineers, material, equipment, supplies and work performed are not adequately protected by the Contractor such property may be protected by the Government and the cost thereof may be charged to the Contractor or deducted from any payments due him.

C-21 ENVIRONMENTAL PROTECTION

The Contractor shall perform all work required for the prevention of environmental pollution during, and as the result of construction operations under this contract. 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 human life; affect other species of importance to man; or degrade the utility of the environment for aesthetics, cultural, historical, or recreational purposes. The control of environmental pollution requires consideration of air, water, and land, and involves noise, solid waste-management and management of radiant energy and radioactive materials, as well as other pollutants.

C-22 DISPOSAL OF DEBRIS AND SALVAGE MATERIAL The Contractor shall be responsible for removing and disposing of all debris generated during the unloading and delivery activities. The method of disposal shall be in accordance with EPA, state, and local regulations.

C-23 REFERENCES

American Society for Testing and Materials (ASTM) Standard

D 2216 (1998) Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass

D 2487(2000) Classification of Soils for Engineering Purposes (Unified Soil Classification System)

D 2974(2000) Moisture, Ash, and Organic Matter of Peat and Other Organic Soils

D 3017 (1996) Water Content of Soil and Rock in-Place by Nuclear Methods
D 4318 (2000) Standard Test Methods for Liquid Limit, Plastic Limit and Plasticity Index of Soils
D 4643 (2000) Standard Test Method for Determination of Water (Moisture) Content of Soil by Microwave Method
E 329 (2005) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction
U.S. Army Corps of Engineers Engineering Manual
EM 385-1-1 (2003) U.S. Army Corps of Engineers Safety and Health Manual

///End of Section C///

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

CONTRACT ADMINISTRATION DATA

CONTRACT ADMINISTRATION DATA

G-1 INVOICES.

G-1.1 Submit original invoice to the Disbursing Officer at the following address:

Mailing address: US Army Corps of Engineers Finance Center
Attn: CEFC-FP
5722 Integrity Drive
Millington, TN 38054-5005

G-1.2 Submit additional copy of invoice to the Technical Point of Contact (TPOC).

Mr. Jay Joseph
U S Army Corps of Engineers
CEMVN-HPO
P O Box 60267
New Orleans, LA 70160-0267

G-2 TECHNICAL POINT OF CONTACT (TPOC)

An individual will be designated the Technical Point of Contact (TPOC) and will be appointed, in writing, by the Contracting Officer.

G-3 CONTRACT ADMINISTRATOR WILL BE NAMED AT THE TIME OF AWARD.

G-4 FORMAL CONTRACT ORDER OF PRECEDENCE

1. The formal contract between the Government and the successful Contractor includes the standard contract clauses and schedules current at the time of solicitation issuance or modification by amendment. It also entails: (1) the solicitation in its entirety, including all drawings, cuts and illustrations, and any modifications during proposal evaluation or selection, and (2) the successful Contractor's initial proposal and any subsequent revisions thereto, as accepted by the Government. The material contained in the formal contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.
2. In the event of conflict or inconsistency between any of the provisions of the various portions of the solicitation, precedence shall be given in the following order:
 - a. Any portions of the Contractor's proposal which both meet and exceed the provisions of the "Request for Proposals" issued in connection with this contract (including all addenda, amendments, or other modification issued there under).
 - b. The provisions of the "Request for Proposals."
 - c. The contents of the Contractor's proposal.

G-5 CONTRACTOR'S PROPOSAL

The Contractor will be required to perform in accordance with the provisions of its final proposal which is accepted by the Government. The proposal will have the same force and effect as if incorporated into this contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

SPECIAL CONTRACT REQUIREMENTS

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H-1 SUPERVISION

The Contractor shall give his personal supervision to the work or have a competent foreman or superintendent with authority to act for him, satisfactory to the Contracting Officer, on the work-site at all times that work is in progress. The Contractor will be required to designate, in writing to the TPOC, the name of anyone with authority to supervise the work.

H-2 REQUIRED INSURANCE

The Contractor shall maintain during the entire period of his performance under this contract the following minimum insurance:

1. Employee Liability Insurance. The Contractor shall furnish evidence of Employees liability insurance in an amount not less than \$100,000.

2. General Liability Insurance. Bodily injury liability insurance in the minimum limits of \$500,000 per occurrence on the comprehensive form of policy.
3. Automobile Liability Insurance. Minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per accident for property damage. This insurance shall cover the operation of all automobiles used in the performance of this contract. All vehicles to be used shall be expressly designated in the insurance policy. A copy of the list of such vehicles shall be submitted to the Contracting Officer. In the event that the Contractor acquires a new vehicle for use on his contract after his insurance policy has been obtained, he shall immediately amend his policy to reflect the inclusion of the new vehicle on the policy. In no event shall the Contractor drive a vehicle on the Government installation without first obtaining the required coverage for said vehicle.
4. Workmen's Compensation Insurance, in compliance with the laws of the State of Louisiana.
5. Longshoreman's and Harbor Workers Insurance, in compliance with the laws of the United States of America.

H-3 ENDORSEMENT

The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interest of the Government in such insurance shall not be effective for such a period as may be required by the State of Louisiana, and in no event less than 30 days after written notice to the Contracting Officer.

H-4 The Contractor agrees to insert the requirements of Section H, including this paragraph (H-4), in all subcontracts hereunder.

H-5 INSURANCE CERTIFICATE

It is recommended that the Contractor furnish a copy of these requirements to his insurance company, in order to assure that an Insurance Certificate is issued which meets or exceeds the minimum requirements shown above. The Insurance Certificate shall also show the solicitation number (W912P8-07-R-0013) or contract number, as well as a brief description and location of the work to be performed.

H-6 REPORTING ON POLLUTION SPILLS (33 CFR 153.203)

If an oil spill or chemical release occurs during the performance of this contract, the Contractor is required to contact the National Response Center at 1-800-424-8802, as soon as possible. The Contractor shall comply with the instructions from the responding agency concerning containment and cleanup of the spill, and shall provide the Contracting Officer with a complete written report of the incident.

H-7 All Contractor employees, while on the grounds of the work-sites, will comply with all applicable rules and regulations of the US Army Corps of Engineers.

H-8 DEPARTMENT OF DEFENSE IDENTIFICATION

In accordance with Department of Defense (DOD) Identification card procedures, all personnel of the Prime Contractor and subcontractors providing services under this contract must wear a picture ID including their name and the name of the prime Contractor. Any changes in temporary or permanently assigned personnel must be reported by the prime Contractor and approved by the contracting officer or an authorized representative (Security Office) before the Contractor's personnel report for duty. It is the Contractor's responsibility to ensure his personnel obtain the Common Access Card (CAC) at the Contractor's expense at the designated point selected by the Corps of Engineer Security Office. There are 10 to 15 different sites throughout Louisiana, 6 or 7 of which are in the greater New Orleans area.

A list (names and birth dates), kept current, of all Contractor employees who will be engaged in the performance of the work shall be furnished to the Contracting Officer or the TPOC. Where identification badges or vehicle permits are required, arrangements will be made through the TPOC.

H-9 ACCIDENT PREVENTION PROGRAM

H-9.1 SAFETY

All work performed under this contract shall be in accordance with the requirements of the US Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, Nov 03 edition (<http://www.hq.usace.army.mil/soh/em385/385TOC.htm>), and all other safety requirements specified in the contract documents. The prime Contractor is solely responsible to assure the safety of Contract personnel and their subcontractors. The Contractor shall also provide and take necessary measures to protect the public and the Corps personnel during their activities. Actions may include but are not limited to providing flagman, ground guides, fencing, security guards, traffic control, removal of unsafe equipment and removal of unsafe workers.

H-9.2 SITE SAFETY OFFICER

All Contractors working for the Corps of Engineers must have a designated Site Safety and Health Officer who has completed a 10-hour OSHA safety course. This training, which is free to the public at web site <http://www.mvn.usace.army.mil/ss/osha600/s600/>, fulfills the mandatory training requirement.

H-10 REFER TO THE CONTRACT CLAUSE ENTITLED "ACCIDENT PREVENTION"

After award but not later than the pre-work conference, four copies of the Contractor's Accident Prevention Program shall be submitted to the Contracting Officer for review and approval. It must include a statement that describes the description, magnitude, major scope of work and location(s). This description, magnitude, major scope of work, and location information shall also be identified on the referenced LMN Form 385-43 (ACCIDENT PREVENTION PROGRAM ADMINISTRATIVE PLAN). The program and task order addenda shall be prepared in the following format: The program shall be submitted in the following format:

(A) Form 385-43(2) (Aug 05), Activity Hazard Analysis.

- (B) An executed Accident Prevention Program Administrative Plan, LMN Form 385-43 (Aug 05), (Refer to EM 385-1-1, App. A).
- (C) An executed MVN Form 385-43/1 (Aug 05), Accident Prevention Plan Checklist Administrative Section (available upon request), see Appendix A of EM 385-1-1.
- (D) A copy of company policy statement of accident prevention.

H-11 The Contractor shall not commence physical work at the site until the program has been approved by the Contracting Officer.

H-12 ACCIDENT INVESTIGATION AND REPORTING

Accidents shall be investigated by the immediate supervisor of the employee(s) involved and reported to the Contracting Officer within one working day after the accident occurred. A report on Form No. ENG Form 3394 of all mishaps occurring on the project shall be submitted to the Contracting Officer within four calendar days following the incident. All data reported must be completed, timely, and accurate. A follow-up report shall be submitted when the estimated lost time days differs from the actual lost time days. The day of the accident is not considered a lost time day, since the injured employee was able to report to work that day.

H-13 HAZARDOUS ENERGY PROTECTION

The Contractor shall develop, implement and maintain at the workplace, a written Control of Hazardous Energy (Lockout/Tagout) System.

H-14 CRANES

The Contractor (including subcontractors) shall have cage boom guards, insulating links, or proximity warning devices on cranes that will be working adjacent to power lines. These devices shall not alter the requirements of any other regulation of this part - even if such device is required by law or other regulation. Insulating links shall be capable of withstanding a 1-minute dry low frequency dielectric test of 50,000 volts, alternating current. Calibration records or stamped date of required manufacturer inspection of proximity warning devices shall be kept on the crane. Additionally, prior to any work commencing an Activity Hazard Analysis shall be submitted and accepted by the Contracting Officer.

H-15 ALARMS AND SIGNALS

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.

1. Fire Alarm Signals

The general fire alarm signal shall be in accordance with paragraph 97.13-15b of the Coast Guard Rules and Regulations for Cargo and Miscellaneous Vessels, Subchapter I, Part 97, 1 Oct 92 (CG 257).

2. Abandon Ship Signals

The signal for abandon ship shall be in accordance with paragraph 97.13-15 (c through e) of the reference cited in (a) above.

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

H-16 TRAFFIC CONTROL

1. Unless otherwise directed, the Contractor shall keep the existing roads and parking lots open to all traffic while performing the required work. The Contractor shall keep the portion of the project being used by traffic in such condition that traffic will be adequately accommodated. Construction work that requires disruption of traffic will be accomplished during other than normal duty hours as directed and approved by the Contracting Officer.

2. The Contractor shall furnish, erect and maintain barricades, cones, warning signs, delineators, and flag persons in accordance with the State of Louisiana Department of Transportation and Development safety requirements and any local requirements.

3. Flag persons shall wear either an approved uniform or vest of fluorescent orange color and an orange hard hat and be equipped with a red flap of fluorescent material or a reflective stop/slow paddle.

4. The above traffic control devices shall be supplemented as necessary with warning lights of the kind and type specified by the Contracting Officer's representative.

H-17 ROAD CLOSURES

Any road closures requested by the Contractor shall be planned, detailed and coordinated by the Contractor. Requests for road closures shall be submitted in writing by the Contractor to the Contracting Officer's Representative at least 5 (five) working days before the planned closure. When it becomes necessary to close roads for deliveries, the Contractor shall immediately put in place the necessary signs and barricades required. The signs and barricades used shall conform with the National Transportation Safety Board (NTSB) standards. These include but are not limited to begin/end construction signs, standard traffic control signs including clearly marked detours and barricades with yellow flashing caution lights. Hand painted plywood signs (or other materials) are not allowed or acceptable. Upon completion of road work, all signs and barricades shall be immediately removed and all normal traffic control devices and signs returned to their original condition. Signs and barricades shall not be left along sides of roadways.

H-18 RIGHT-OF-WAY

The rights of entry for deliveries will be 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 delivery sites. The proposed work, including rights-of-way, as defined by these specifications will be in compliance with all applicable Federal and state environmental laws and regulations. Upon completion of the Contractor's work, rights-of-way furnished by the Government shall be returned to its original condition prior to use unless otherwise noted.

H-19 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, 2 days in advance of commencement of such operations to permit suitable arrangements for inspection to be made. Adequate lighting for thorough inspection of night operations shall be provided by the Contractor at his/her own expense.

H-20 CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of clay materials with specification requirements shall be executed in four copies. Each certificate shall be signed by an official authorized to certify on behalf of the Laboratory conducting the testing 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 address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

H-21 HAZARDOUS MATERIALS

The Contractor shall bring to the Corps of Engineers attention any previously unknown material suspected of being hazardous, encountered during execution of the Task Order work. The Corps of Engineers will determine whether the Contractor shall perform tests to determine if the material is hazardous.

The Corps of Engineers may determine that a test outside the scope is required to be performed by the Contractor, not otherwise required by the Task Order. If the material is found to be hazardous and if the Corps of Engineers determines that the Contractor shall take additional measures to remove or abate the materials, not otherwise required by the Task Order; then the Corps of Engineers shall request that the Contracting Officer issue a modification subject to an equitable adjustment under the provisions of the Clause.

H-22 U.S. ARMY COE SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1

This paragraph applies to contracts and purchase orders that require the Contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil>. (At the HQ homepage, select Organization, Safety and Occupational Health, Safety and Occupational Health Home page, and Safety Publications.) The Contractor shall be responsible for complying with the current edition and all changes posted on

the web through the date that is 10 calendar days prior to the date offers are due. If the solicitation is amended to extend the time set for receipt of offers, the 10-calendar days rule stated above shall be applied against the amended date. (For example, if offers are due on 10 April, all changes posted on or before 31 March shall apply to the contract. If the time for receipt of offers is extended from 10 April to 20 April, all changes posted on or before 10 April shall apply to the contract).

H-23 STATE TAXES

a. The proposal submitted in response to this Request for Proposal (RFP) shall not include any amount whatever for payment of any of the following taxes, fees or charges:

(1) The Louisiana "Severance Tax" imposed by LSA R.S. 47:631 and made applicable to the dredging of fill material from rivers and bodies of water within the State of Louisiana by the Severance Tax Regulations promulgated by the Collector of Revenue dated 31 March 1968.

(2) Any amounts claimed by the Louisiana Department of Wildlife and Fisheries for the privilege of removing fill from the water bottoms of the State of Louisiana.

If the Contractor is required to pay or bear the burden of any tax, fee, or charge described in paragraphs a(1) and/or a(2) above, the contract prices shall be increased by the amount which the Contractor is required to pay to the State of Louisiana; provided, however, that no increase in contract price shall be made for any liability the Contractor may incur as a result of his/her fault or negligence or his/her failure to follow the instructions of the Contracting Officer (CO).

The Contractor shall promptly notify the Contracting Officer of all matters pertaining to taxes, fees, or charges as described herein which reasonably may be expected to affect the contract price and shall at all times follow the directions and instructions of the Contracting Officer in regard to the payment of such taxes, fees, or charges.

Before any increase in contract price becomes effective in accordance with the provisions of this clause, the Contractor shall warrant in writing that no amount of such taxes, fees, or charges was included in the contract price as a contingency reserve or otherwise.

H-24 JOINT VENTURE BID REQUIREMENTS

When proposing as a joint venture, all members of the joint venture must sign the SF 1442 and the bid bond unless a written agreement by the joint venture is furnished with the proposal designating one firm with the authority to bind the other member(s) of the joint venture. In addition, a copy of the joint venture agreement must be submitted with the proposal*. Failure to comply with the foregoing requirements may render the proposal as non-responsive.

For 8(a) procurements, a copy of the joint venture agreement must be submitted with the proposal. Award will be contingent upon SBA's approval of the joint venture agreement.

H-25 INCOMPLETE PROPOSALS

If an Contractor's proposal does not include all of the required documentation required by this section, the Government may reject the proposal in its entirety (see section 00130, paragraph

1.6.2); however, all proposals will be evaluated for best value. Missing or incomplete information may weigh heavily in the evaluation of the proposals by the Government; therefore, it is in the Contractor's best interests to provide as much pertinent information as possible.

H-26 ENVIRONMENTAL DOCUMENTATION

Written Cultural Resource Investigation, Hazardous, Toxic, and Radioactive Waste Phase One, Wetland Delineation and/or a U.S. Army 404 Permit, and a letter of no impact to Threatened and Endangered Species, prepared by a person recognized as a professional in the field they are preparing the report for will be provided by the offeror in the bid packet.

H-27 GOVERNMENT ENVIRONMENTAL REVIEW AND APPROVAL

If an Contractor proposes a clay material source without all of the required environmental compliance documentation required by this section, the Government may reject the proposal in its entirety. However, depending on the quality of documentation received and the Government's evaluation as to whether an environmental assessment can be accomplished in a timely manner to meet the Government's requirements, the Government may elect to complete an environmental assessment. **The Contracting Officer reserves the right to disapprove the use of any source located in woodlands or wetlands, regardless of when discovered.**

The Government is ultimately responsible for environmental compliance for its projects; therefore, the Government will determine the additional environmental coordination and documentation necessary for a proposed clay material source. Compliance with 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 (Coastal Zone Management) etc.). For any environmental investigations the Government may perform, the Contractor shall provide sufficient rights of entry to the Government. The Government will advise the Contractor if it elects to conduct any additional environmental coordination and documentation. The Government is responsible for assuring all additional environmental compliances are obtained for its projects; however, the Contractor may be required to conduct specific tasks identified by the Government. The Government will offer advice and assistance to the Contractor in conducting these tasks. Depending on the severity or amount of environmental impact of acquiring material from the proposed clay material source, obtaining the coordination and documentation may not meet the schedule requirements for levee restoration and may result in non-acceptance of the Contractor's proposal. Unless the Contractor has already provided full environmental compliances have been obtained, 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. There is no guarantee that environmental compliance will be obtained; therefore, the Contractor assumes all risks and liabilities associated with pursuing all clearances for his proposed clay material source(s). Non-acceptance of the Contractor's proposal or delays after contract award caused by environmental coordination and documentation requirements shall not be made the basis of any Contractor claim for increase in contract cost and/or time. 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.

H-28 CERTIFIED AGRONOMIST TEST RESULTS

Written results of tests performed by a certified public or private agronomist to prescribe whatever modifications, if any, will have to be made to insure that grass can satisfactorily grow in the soil supplied. The clay source material shall be free of deleterious chemicals which would impede the satisfactory growth of grass. All costs associated with the testing of the borrow area material to insure an adequate growth of grass shall be borne by the Contractor.

SECTION I - CONTRACT CLAUSES

The following have been modified:

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date the contract award is signed and becomes effective to a date twenty-four months subsequent.

(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) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(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 twenty-four months following the date the contract award is signed and becomes effective.

(End of clause)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:
INSTRUCTION TO BIDDERS

SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS

L-1. PROPOSAL PREPARATION INSTRUCTIONS

A. General.

1. The contracting office is the sole point of contact for this acquisition. Address any questions or concerns you may have to Ms. Brenda Welty, Contract Specialist, at 504-862-2872 or e-mail at brenda.d.welty@mvn02.usace.army.mil. The Internet website <http://www.eps.gov> will be available to assist potential sources in preparing their offers. Examples of information available on the website are: solicitation, amendments, and questions and answers.
2. The Contractor's proposal shall be clear, concise and include sufficient detail to enable the Government to fully evaluate and determine the Contractor's proposal's technical acceptability as set forth in this solicitation. Any proposal that modifies or fails to conform to the essential requirements of this Request for Proposal will be considered unacceptable.
3. Contract billing rates shall be applicable to all Task Orders issued. Multiple awards will be issued under this contract with the cumulative amount of all task orders set at a NTE amount of \$90,000,000.00. All Task Orders will be competed among the successful awardees.
4. The contract term shall be for a period of one year with a one year option. The maximum dollar value of the contract is \$90,000,000.00. The guaranteed minimum which will be ordered under this contract will be \$25,000.00.

If the Government's requirements for materials set forth in the solicitation do not result in orders in the amount described as "estimated maximum," the event shall not constitute the basis for an equitable price adjustment under this contract.

If the Government's requirements for services set forth in the solicitation do not result in orders in the amount described as "estimated maximum," the event shall not constitute the basis for an equitable price adjustment under this contract. The Contractor is not obligated to accept a Task

Order less than \$2,000.00 in amount or more than \$90,000,000.00. On a case by case basis, the Contracting Officer reserves the right to issue task orders below the \$2,000.00 minimum amount, when deemed appropriate, subject to acceptance by the Contractor.

5. Offerors must be registered with the Central Contractor Registration (CCR), in order to receive a Government contract award. To register, the CCR Internet address is: <http://www.ccr.gov>. You may reach the CCR Assistance Center at 1-888-227-2423 or 269-961-5757.

B. Proposal Form, Format and Content.

1. Volume 1 – Technical

The following will be evaluated:

a. Quality of earthen clay materials offered. Contractor shall submit documentation on the quality of clay materials.

b. Availability, Timeliness and Delivery Capability. Contractor shall provide plans and methodology to be used in accomplishing the delivery of earthen clay materials in accordance with Section C-11 Excavation Plan.

Documentation is required to show compliance with the following environmental clearances and requirements:

a. For Commercial Sources:

1. Maps showing locations, boundaries and directions to site. Maps should indicate latitude and longitude and/or NAD 83 grid coordinates.

[See C-12.3 (1.)]

2. Soil Boring Logs, Report, and Laboratory Soil Classification Test Results that are taken in accordance with soil test guidance.

[See Section C14]

3. Section 404 permit [See C-12.3 (3.)]

4. Cultural Resource clearance [See C-12.3 (4.)]

3. Hazardous, Toxic, and Radioactive Waste (HTRW) report [See C-12.3 (5.)]

4. Coastal Zone Management permit [See C-12.3 (6.)]

5. Threatened and Endangered Species Documentation [See C-12.3 (7.)]

6. Agronomist Report (See H-29)

b. For Non-Commercial Sources:

1. Zoning Classification evidence [See C-12.4 (1.)]

2. Soil Boring Logs, Report, and Laboratory Soil Classification Test Results that are taken in accordance with soil test guidance. [See Section C14]

3. Maps [See C-12.4 (3.)]

4. Plotted cross sections. [See C-12.4 (4.)]
5. Section 404 permit [See C-12.4 (5.)]
6. Cultural Resource clearance [See C-12.4 (6.)]
7. Hazardous, Toxic, and Radioactive Waste (HTRW) report [See C-12.4 (7.)]
8. Coastal Zone Management Act [See C-12.4 (8.)]
9. Threatened and Endangered Species Documentation [See C-12.4 (9.)]
10. Agronomist Report (See H-29)

Volume 2 – Past Performance. For Past Performance, the Contractor must submit the following documents:

- a. List all past projects relevant to the defined scope of work performed in the last five years.
- b. Include the total dollar amount of each contract (private and government) listed, including options.
- c. Cite contract dates (beginning and completion) and contract type for each contract listed.
- d. Contractor shall submit a minimum of three and a maximum of ten references. Identify the Government agency or private industry for which work was performed. Include name and telephone number of the point of contact.
- e. Narrative explanation of the contract, which demonstrates the extent of involvement, including scope of work, complexity and objectives achieved.
- f. If a subcontractor was used, list the subcontractor's involvement and the extent of support provided.
- g. The Name and address with name of contact at the Banking Institution used by the Contractor

3. **Volume 3 – Price and Proposal Documentation:** The contractor shall submit:

- a. SF 33 and Schedule B: The Contractor shall insert its proposed price for each CLIN in the spaces provided in SF 33 Pricing Schedule (Section B). SF 33 shall be appropriately completed and signed.
- b. Complete all required representations and certifications.
- c. Amendment(s) Acknowledgment – Include fully executed copies of amendments, as applicable.

SECTION M - EVALUATION FACTORS FOR AWARD

The following have been modified:

EVALUATION FACTORS FOR AWARD

SECTION M EVALUATION FACTORS FOR AWARD

M-1 BASIS FOR CONTRACT AWARD

For a proposal to result in an awardable contract, the proposal must at least meet all the Scope of Work requirements, conform to all required terms and conditions, and include all required certifications. An assessment will be made of each Contractor's proposal in the areas of Technical Proposal, Past Performance, and Price.

Combined Technical/Performance Price Trade-Off. This acquisition will utilize the trade-off technique to make a best value award decision. The combined Technical and Past Performance Proposal rating of acceptable Contractors will be traded off against price, as addressed below. Subjective judgment is implicit throughout this process. The application of the trade-off technique in contract award and selection and approval process is as follows:

- (a) A decision on the technical acceptability of each Contractor's proposal shall be made. Only those Contractors determined to be technically acceptable, either initially or as a result of discussions, if discussions are held, will be considered for award.
- (b) All Contractors will receive a past performance risk assessment rating on the confidence level of each Contractor's ability to successfully perform the required effort.
- (c) All Contractors will receive a technical proposal rating reflecting each Contractor's understanding of requirements and approach to meeting or exceeding solicitation specifications. Ratings above the minimal acceptable rating will be those proposals that exceed the performance and capability standards and demonstrating strengths that would benefit the Government.
- (d) All non-cost (i.e., technical) evaluation factors are more significant than price. The Government is concerned with striking the most advantageous balance between Technical Merit (i.e., quality) and cost to the Government (i.e., price). Where competing technical proposals are determined to be substantially equal, price could become the controlling factor.
- (e) The Government reserves the right to award a contract to other than the lowest evaluated price and award to a higher priced Contractor with a better combined technical and past performance proposal rating. In this case, the combined technical and past performance factors are treated as more important than to price and may be traded off against the price. The contracting officer shall make an assessment of the price proposed and the combined technical and past performance rating to determine the best value for the government.

M-2 EVALUATION FACTORS FOR AWARD - BEST VALUE

All evaluation factors other than cost or price, when combined are significantly more important than cost or price.

Each Contractor's proposal and other information will be evaluated by a Source Selection Evaluation Board (SSEB) against the following evaluation factors: In order of importance technical ratings are more important than past performance ratings. Award will be made to the Contractors, determined by the Government, who can accomplish the requirements set forth in the RFP in a timely manner most advantageous to the Government considering both cost and non-cost factors. The Government reserves the right to award these contracts to other than the lowest price Contractors after consideration of all factors. When combined the Technical Proposal rating and Past Performance rating will be more important than Price.

This is a Best Value acquisition. The Government will evaluate each of the non-cost factors and rate the proposals. Non-cost factors are not all equal in importance. The following terminology is used to describe the relative importance of each non-cost factor:

SIGNIFICANTLY MORE IMPORTANT. The criterion is two times or greater in value than another criterion.

MORE IMPORTANT. The criterion is greater in value than another criterion, but less than two times greater.

COMPARATIVELY EQUAL. The criterion is nearly the same in value as another criterion; any difference is very slight, and unimportant.

The following factors will be used to determine acceptability and merit of the proposal.

The evaluation factors are listed in descending order of importance Factors 1, 2 and 3 are non-Cost Factors listed in descending order of relative importance. Factor 1 is more important than Factor 2, and Factor 2 being more important than Factor 3. They are more important when compared to Factor 4.

All evaluation factors other than cost or price, when combined are significantly more important than cost or price.

Factor 1 - Quality of Earthen Clay Materials Offered

Contractors will be evaluated on the quality of clay materials offered using the evidence provided by the Contractor and other sources for the prime and all subContractors. The Government reserves the right to check any or all cited references to verify supplied information.

Factor 2 - Availability, Timeliness and Delivery Capability.

The Contractor shall provide plans and methodology to be used in accomplishing the delivery of earthen clay materials to include a detailed delivery capability plan (e.g., the type and quantity of labor and equipment that will be used and its availability and capability, etc.). Twenty four hour operations may be required for meeting task order delivery requirements. The Contractor should clearly outline his capabilities and plans to accomplish such operations within his proposal. The Contractor shall state his minimum daily delivery rate for clay material successfully delivered to the stockpile areas along the delivery areas and his minimum delivery rate via trucks to other delivery areas.

The Contractor shall state in his proposal:

- i. His maximum time for initial deliveries of clay materials to each delivery area upon receipt of a task order.
- ii. His sustained delivery rate per day (cubic yards per day).

Factor-3 Past Performance

Contractors will be evaluated on the quality of similar work performed in the last five (5) years using the evidence provided by the Contractor and other sources for the prime and all subcontractors. Projects that are similar in scope, complexity and magnitude will provide better proof of the Contractor's capabilities. The Government reserves the right to check any or all cited references to verify supplied information and to assess owner satisfaction. The Government may also use other tools to gather information regarding an Contractor's qualifications and past performance. The Contractor should provide information on any problems encountered on the identified contracts and the corrective actions taken. Contractors with no relevant performance history will receive a neutral rating in this factor.

Factor 4 - Price

(End of Summary of Changes)