


**Waggoner Engineering, Inc.
And Madison County Board of Supervisors
Task Order Form**

Task Order No. 12	
Additional Pages Attached: <u> 35 </u>	
Date of Task Order: <u> June 1 </u> , 2026	
TASK ORDER TO THE GENERAL SERVICES AGREEMENT BETWEEN WAGGONER ENGINEERING, INC. AND MADISON COUNTY, MS BOARD OF SUPERVISORS	

This Task Order to the General Services Agreement between Waggoner Engineering, Inc. and Madison County Board of Supervisors dated July 6, 2020 , is a part of, and is subject to all the terms and conditions of the Agreement unless specifically provided otherwise herein.

1. **Project Name:** S219 WMUD Sanitary Sewer Rehabilitation Project
2. **Project Number:** WEI Project #02300286.000

3. **Project Manager for Client:** County Administrator
 Greg Higginbotham
4. **Project Manager for
Waggoner:** Darion Warren, CFM

5. **Method of Compensation:** Lump Sum

6. **Task Order Compensation:** \$521,200

7. **Scope of Work (see
additional pages attached):** See attached

8. **Schedule of Performance** See Attached
(see additional pages
attached):

9. **Approved Subconsultants:**

10. **Special Provisions:** n/a

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their duly authorized representatives effective as of the date set forth above.

MADISON COUNTY BOARD OF SUPERVISORS WAGGONER ENGINEERING, INC.

By: _____
Title: _____

By: _____
Title: _____

I. Project Description

The Madison County Board of Supervisors (MCBOS) has identified the need for engineering services for work related to the implementation of a USACE Section 219 funded project in Kearney Park located in western Madison County. Kearney Park is served wastewater by the West Madison Utility District (WMUD). The West Madison Utility District collection system was installed in the 1940's and the conditions have deteriorated over time, which has resulted in major inflow & infiltration (I&I) issues throughout the collection system. These I&I issues have introduced excess flow that exceeds the design capacity of WMUD's treatment facility, resulting in the need for rehabilitating the collection system.

WMUD's wastewater is collected and conveyed by a combination of gravity sewer mains, pump stations, and force mains. The gravity sewer mains consist of 4", 8", 12" and 15" diameter pipe and are a mix of VCP (vitrified clay pipe), concrete, ductile iron, cast iron, and PVC (polyvinyl chloride pipe). There are approximately 35,000 LF of 8" pipe and roughly 7,500 LF of 12" to 15" pipe. The 4" pipes are mostly lateral service lines collecting wastewater directly from residential and commercial customers. The utility district owns and operates two pump stations, one which is located at the wastewater lagoon treatment facility and the second pump station being located at the Woodlands Subdivision on Kearney Park Road. The purpose of this project is to restore the existing infrastructure to modern standards and decrease inflow and infiltration.

II. Scope of Work

Madison County and WMUD have recently completed a sanitary sewer rehabilitation project funded with FY 2023 Community Development Block Grant (CDBG) funds. The project has successfully improved approximately 11% of the collection system. However, the remainder of the system needs to be rehabilitated. Approximately 32,225 LF of the WMUD sanitary sewer collection system will be evaluated for rehabilitation and will include Smoke Test (rainfall simulation) and Closed-Circuit Television (CCTV) inspection and cleaning of approximately 32,225 LF of the sanitary sewer collection system. The piping varies in diameter from 8" to 15" throughout different areas of the WMUD collection system. An inspection report will be prepared and utilized to determine specific rehabilitation methods for each segment of piping. It is estimated that approximately 65% of the sanitary sewer piping (20,975 LF) will be rehabilitated by Cured-In-Place-Pipe (CIPP lining). Manhole inspections will be performed to identify any defects that may require repairs or lining the manhole with a watertight coating. Streets that may require excavation for sanitary sewer rehabilitation activities to be performed will be repaired with asphalt.

Waggoner Engineering, Inc. will provide the following professional services in connection with the proposed USACE Section 219 Sanitary Sewer Rehabilitation Project: Investigative Services, Design Phase Services, Bidding and Contracting Services, and Construction Phase Services.

Investigative Phase:

Waggoner will provide Investigative services to include Manhole Location and Inspection of approximately 165 manholes, Smoke Testing (rainfall simulation) of approximately 32,225 linear feet of 8 inch to 15-inch diameter collection sewers, Dye Testing of approximately 30 locations, and Clean and Television Inspection of approximately 32,225 linear feet of 8 inch to 15 inch diameter collection sewers. This work will be performed by Waggoner subsidiary Atakapa Services, LLC. Waggoner will furnish separate study reports for *Manhole Inspections*, *Smoke Testing*, and *Clean & TV Inspections*.

Investigative Phase Special Terms:

- a) Pipes are expected to be free of standing water, bypass pumping to be charged in addition to the proposed rates, if outfall/lift station is not properly maintained.
- b) The client (MCBOS) and Waggoner will each indemnify the other in proportion to relative fault for liability, loss, and expense incurred by the other party resulting from a negligent act or omission in performance of work under this agreement.
- c) Waggoner will not be responsible for liability, loss or expense where the primary cause is pre-existing inadequate or defective design, construction, maintenance or repair.
- d) Deliverables shall include flash drive, removable hard drive, or other electronic means which includes the CCTV data, and PDF report detailing location of defects.

Design Phase:

Waggoner will provide Design Phase services to include engineering design and detailing of the proposed improvements. Services will include the preparation of plans, specifications, and contract documents to facilitate bidding and construction of the proposed improvements.

The Design Phase will be performed in four phases, each concluded by a design submittal. The sub phases will include 35% Design, 65% Design, 95% Design, and Final Design. More specifically, the services shall include the following:

Preliminary Design (35% Design & 65% Design):

Upon execution of this Agreement, the Preliminary Design Phase shall be initiated and the Engineer shall:

35% Design

- a) Conduct a project kickoff meeting with the Client clarify the project goals, requirements, and other pertinent information related to the project.
- b) Assemble and review available data which may be relevant to the Project.

- c) Prepare the preliminary plans, technical specifications, and front-end contract documents to approximately 35% completion.
- d) Coordinate with regulatory governmental agencies, affected utilities, and planning district.
- e) Conduct a plan-in-hand review of the project site with the Client and representatives of governmental agencies which may have jurisdiction over the Project.
- f) Identify number and types of quantity schedules to be required (at engineer's discretion).
- g) Perform QA/QC.
- h) Prepare the Opinion of Probable Cost.
- i) Submit 35% Preliminary Design documents for review.

65% Design

- a) Backcheck and close review comments and revise documents.
- b) Develop the preliminary plans, technical specifications, and front end contract documents to approximately 65% completion.
- c) Conduct a plan-in-hand review of the project site with the Client and representatives of governmental agencies which may have jurisdiction over the Project.
- d) Identify number and types of quantity schedules to be required (at engineer's discretion).
- e) Prepare schedule of quantities.
- f) Perform QA/QC.
- g) Prepare the Opinion of Probable Cost.
- h) Submit 65% Preliminary Design documents for review.

Final Design Services (95% Design & 100% Design): Upon Client review of the Preliminary Design plans, the Final Design Phase shall be initiated, and the Engineer shall:

95% Design

- a) Backcheck and close review comments and revise documents.
- b) Continue detailed design to advance the preliminary design including plan sheets, summary of quantities, general construction notes, title sheet, index of drawing, schedules of estimated quantities (at consultant's discretion), and other details that may be deemed necessary.
- c) Prepare 95% final construction drawings, technical specifications, and front-end contract documents.
- d) Coordinate with regulatory governmental agencies, affected utilities, and planning district.
- e) Update the Opinion of Probable Cost.
- f) Submit 95% Final Design documents for review.

100% Design

- a) Backcheck and close review comments and revise documents.
- b) Continue detailed design to advance the final design including plan sheets, summary of quantities, general construction notes, title sheet, index of drawing, schedules of estimated quantities (at consultant's discretion), and other details that may be deemed necessary.
- c) Prepare 100% final construction drawings, technical specifications, and front-end contract documents.
- d) Coordinate with regulatory governmental agencies, affected utilities, and planning district.
- e) Update the Opinion of Probable Cost.
- f) Submit 100% Final Design documents for review.

Bidding and Contracting Phase

Upon Client authorization to proceed with Bidding and Contracting Phase services, the Engineer shall:

- a) Assist the USACE in responding to RFI's - providing information on the general scope, unusual conditions, materials, and desired sequence of construction as requested by procurers of contract documents.

Construction Phase

Construction **phase** services shall consist of **engineering** work involved beginning the date the County concurs with the award of the construction contract, and shall include the following:

- a) General Administration. ENGINEER shall consult with and advise the USACE and CLIENT and act as CLIENT's representative during the construction contract.
- b) Visits to Site and Observation of Construction. ENGINEER shall support USACE's Construction Contract Support and QA. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as deemed necessary by USACE and Client to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep USACE and CLIENT informed of the progress of the work. The purpose of ENGINEER's visits to the site will be to carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, through experience as a qualified design professional, to provide for CLIENT a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress supervise, direct or have control over Contractor's work; nor shall ENGINEER have authority over or responsibility for the

means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing the work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform work in accordance with the Contract Documents.

- c) Interpretations and Clarifications. ENGINEER shall support USACE and Client with RFI's and provide necessary interpretations and clarifications of the Contract Documents and, in connection therewith.
- d) Shop Drawings. ENGINEER shall support USACE and Client with review of material submittals, Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- e) Substitutes. ENGINEER shall support USACE and Client with evaluations of the acceptability of substitute materials and equipment proposed by Contractor.
- f) Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of the USACE, of any Contractor, or of any Subcontractor or suppliers, or of any of the Contractor's or Subcontractor's supplier's agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work.

III. USACE Guidance

The USACE is the federal agency and technical support for the project. As such, the document entitled *Technical Specifications - Performance Requirements for Architect-Engineer's Service* is attached for reference to this agreement.

Project Schedule

Task	Duration (Weeks)	Cumulative Time (Weeks)
Initiate Services	---	1 Day
Investigative Services	18 weeks	18 weeks
Preliminary Design	18 Weeks	36 Weeks
Client Review	1 Week	37 Weeks
Final Design	11 Weeks	48 Weeks
USACE & MDEQ Approval	8 Weeks	54 Weeks
Bidding & Contracting	14 Weeks	68 Weeks
Construction	24 Weeks	92 Weeks
Project Close-Out	4 Weeks	96 Weeks

Budget

Waggoner Engineering will perform the services described above on a Lump Sum basis. Any additional services and reimbursables will be billed on an hourly basis. The estimated cost for the work described above is as follows:

Task	Compensation Terms	Proposed Budget
Investigative Phase		\$264,200
Design Phase		\$198,000
Construction Phase		\$59,000
Total	Lump Sum	\$521,200

TECHNICAL SPECIFICATIONS

PERFORMANCE REQUIREMENTS FOR ARCHITECT-ENGINEER'S SERVICE

1 GENERAL. These technical specifications supplement Block 6 of Standard Form 252 and set forth the general requirements for the performance of the various services required under the contract. The Architect-Engineer (A-E) shall perform all or part of the following services as more specifically identified in each individual task order:

- 1.1 Permits.** Obtain the necessary permits, licenses, and approvals from all local, state, and Federal authorities as necessary for the performance of the A-E's services, and supply copies to the Government. Should it become necessary in the performance of the work and service for the A-E to secure the right of ingress and egress to perform any of the work on properties not owned or controlled by the Government, the A-E shall secure the consent of the owner, his representative, or agent prior to effecting entry on such property. In the event the owner requires the payment of any fee for a license to enter upon and/or use such property, the A-E, when so directed by the Contracting Officer, shall pay such fee and obtain a receipt therefor. The expenditures covering such fees shall constitute a reimbursable item under this contract, and the A-E, upon presentation of a voucher therefor, duly supported by proper receipts attached thereto, shall be reimbursed for the full amount thereof.
- 1.2 Standards.** Utilize Government designs, drawings, specifications, and standards for buildings and other structures as necessary to meet the requirements of the proposed project. Samples of any documents referenced herein or specified as a submittal requirement in an individual task order will be provided to the A-E by the Government upon request.
- 1.3 Preparation.** Prepare, subject to the approval of the Contracting Officer, preliminary studies, sketches, and layout plans and reports including estimates of cost of the proposed project and of all structures, utilities, and appurtenances thereto. The number of sets of such studies, sketches, plans or reports required will be set forth in the individual task orders.
- 1.4 Prosecution.** Prosecute the various work features as described hereinafter in these technical specifications, such work features being prosecuted to the extent set forth in individual task orders to be issued hereunder.

2 QUALITY CONTROL PLAN (QCP). The A-E shall provide and maintain an effective quality control program that will assure that all services required by individual task orders are performed and provided in a manner that meets professional engineering quality standards. A sample QCP will be provided to the A-E upon request. The Government shall perform quality assurance for the A-E submittals as specified in each individual task order.

- 2.1 Plan Objective.** The A-E's QCP shall require personnel of its organization to perform, or cause to be performed, reviews of the scope and character necessary to achieve the quality of design and/or services to substantiate that all conforms to the task order requirements. The scheduled reviews required shall be as specified in the task order. To meet this requirement, competent reviewers shall review all

documents and the A-E shall correct errors and deficiencies in any documents prior to submitting them to the Government.

- 2.2 Plan Acceptance and Modification.** The A-E shall furnish the QCP to the Government for approval as soon as possible, but NLT the task order pre-work conference. The approved QCP shall not be modified by the A-E without the approval of the Contracting Officer's Representative (COR). The A-E shall also file the QCP in the individual task order's folder. The COR will notify the A-E if the Government wishes to modify the QCP. The Government reserves the right to have the QCP modified at any time.
- 2.3 Schedule.** The A-E shall include in the QCP a time-scaled bar chart or Critical Path Method (CPM) schedule showing the sequence of events involved in carrying out the project tasks within the specified period of service reflected by the Scope of Work's Delivery Schedule. This bar chart or schedule shall be sufficiently detailed to identify all major tasks including those that control the flow of work. The bar chart or schedule shall include review and correction periods prior to submittal of each item. This bar chart or schedule shall be a forward planning tool as well as a project-monitoring tool. The bar chart or schedule shall reflect calendar days and not dates for each activity. If a modification of the task order occurs, the A-E shall revise the bar chart or schedule reflecting the change within one week of the receipt of the change.
- 2.4 Implementation.** The person assigned to implement the QCP within the A-E's organization shall be actively involved during the time that work is in progress. That person shall be knowledgeable of and assure that all documents on the project have been coordinated. For Design services, this individual shall be a person who has verifiable engineering design experience and is a registered professional engineer. The A-E shall notify the COR of the name of the individual and the name of an alternate person assigned to the position.
- 2.5 Design Team.** The design team shall consist of personnel that have verifiable experience in the disciplines utilized in the project covered by the individual task order. Design team members shall be listed along with their discipline and appropriate contact information in the QCP. A designated design team leader who has discipline-specific design responsibility shall be included in the QCP. This person is the coordinator of the day-to-day design activities.
- 2.6 Quality Control (QC) Team.** The A-E shall perform a quality control review of the work performed under individual task orders prior to the submission of said work in accordance with the schedule for each individual task order. The QC team shall consist of personnel that have verifiable experience in the disciplines utilized in the scope of services contemplated by the individual task order. QC team members shall be listed along with their discipline and appropriate contact information in the QCP. Members of the QC team shall not have performed any direct design or supervision on the project. The QC team shall review the project for completeness, inclusion of applicable criteria and conditions, appropriateness of analysis methods used, adequacy of drawings and specifications to cover proposed work, sufficiency of drawing details, and constructability of proposed design (if applicable).

2.7 Computation Reviews. Computations and back-up documentation shall be provided for all analysis and design. Computations shall be prepared and initialed by a qualified engineer and shall be independently checked or verified. Computations shall also be initialed and submitted by a professional engineer qualified and registered in accordance with professional engineering laws. If a non-registered engineer performs the calculations, it must be performed under the direct supervision of a registered professional engineer within the proper engineering discipline. All computations shall be preceded by a summary of all criteria, standards, methods, construction sequences, loads, assumptions, and other pertinent information used in the computations. Computations shall include code references, descriptive sketches and details necessary to define the component for which the computations apply. The summary shall also identify all computer programs used for the computation, assumptions used for the program, and the methodology of the program. The computation reviewer shall be a senior engineer and shall evaluate the methodology used for the computation for conformity with the applicable design codes and guidance. The results of each computation shall also be evaluated for reasonableness. Reviewers shall also review the computations for proper use of formula, correct units of measure and general mathematical computations. Reviewers shall be engineers who were not involved in any way with the particular computation. Computation reviews shall be performed prior to any submissions for Government review.

2.8 Electronic Review. All QC reviews must be performed using an electronic review system. The A-E shall utilize this system for managing comments from all scheduled reviews of their work under individual task orders. An electronic review may involve entering comments, responding to comments, and explaining concurrence or non-concurrence with individual comments. The Government will utilize the DrChecks system to perform District Quality Assurance (DQA) reviews, Agency Technical Reviews (ATR), and Safety Assurance Reviews (SAR). The A-E will be required to evaluate and respond to comments generated by these reviews in the DrChecks system. The Government will provide support to the A-E with registering their firm and reviewers in DrChecks.

3 A-E SERVICES. The A-E under each task order shall perform all work required to accomplish the intent of such task order and, unless otherwise specifically provided therein, shall perform the required services in accordance with the following applicable requirements.

3.1 Studies and Reports. Includes all field and office work necessary to accomplish specifically required studies or as necessary to competently complete the design services required by the task order.

3.1.1 Investigations. Office and field investigations shall be documented, and a copy of the findings submitted to the Contracting Officer in the form and format specified in Section 5.2, Submittals. Investigations may include but are not limited to topographic and/or hydrographic data collection activities, subsurface geotechnical data collection activities, design phase site visits,

plan-in-hand reviews, and post-award engineering during construction site visits.

3.1.2 Study Reports. Reports shall be prepared in accordance with Engineer Regulation (ER) 1110-2-1150, Engineering and Design for Civil Works Projects, latest edition. Reports shall present the following unless otherwise directed by the individual task order:

- Discussion of the study and investigation
- Description of all plans and schemes considered for obtaining the desired end result of the study.
- All drawings required to present and illustrate the details of the study.
- Estimates of construction costs, including comparative costs for indicated alternate plans and schemes unless otherwise specified in the task order.

3.2 Design. All engineering design shall be accomplished by or under the direction of a professional engineer competent to practice in the field of said design and in accordance with ER 1110-1-8152, latest edition. All designs shall be accompanied by a Design QCP as set forth in paragraph 2. Minimum criteria for various disciplines are:

3.2.1 Structural Design. In general, structures shall be designed in accordance with applicable portions of Engineer Manuals (EMs), Engineering Technical Letters (ETLs), ERs, Division Regulations (DIVRs), and Design Documentation Reports (DDRs), and as set forth in more detail in each task order. The A-E shall at a minimum be competent in the use of the following but not limited to software packages: Bentley STAAD Pro, Bentley LEAP Bridge Concrete and Steel, Bridge Link (PG Super), ENSOFT Inc. software suite, and PTC Mathcad Prime. The A-E shall keep a record of the Computer Aided Structural Engineering (CASE) programs used in the analysis and design of the individual task orders. The record shall include the CASE program number and the feature designed or analyzed. The record shall be furnished with the final submittal for each individual task order. If there are no CASE computer programs used, the A-E shall so state.

3.2.1.1 *Concrete.* Concrete for hydraulic concrete structures, as defined in EM 1110-2-2104, shall be designed in accordance with EM 1110-2-2000 and EM 1110-2-2104 unless otherwise directed in each individual task order. Design of concrete that does not meet the definition of hydraulic concrete structures as defined in EM 1110-2-2104, shall conform to the American Concrete Institute Building Code Requirements for Reinforced Concrete, ACI-318, or other applicable codes such as railway (AREMA) or highway bridge (AASHTO) codes unless otherwise directed in each individual task order.

3.2.1.2 *Structural Steel.* Structural steel for hydraulic steel structures, as defined in ER 1110-2-8157, shall be designed in accordance with EM 1110-2-2107 unless otherwise directed in each individual task order.

Design of structural steel that does not meet the definition of hydraulic steel structures as defined in ER 1110-2-8157, shall be in accordance with latest version of the American Institute of Steel Construction Manual. Unless otherwise directed in each individual task order.

3.2.2 Civil Design. In general, civil/site design shall be performed in accordance with applicable portions of Engineer Manuals (EMs), Engineering Technical Letters (ETLs), ERs, Division Regulations (DIVRs), and Design Documentation Reports (DDRs), and as set forth in more detail in each task order. Designs will require utilization of 3D site modeling software such as Autodesk's AutoCAD and Civil3D (C3D), Bentley's MicroStation and OpenRoads Designer (ORD), or similar software. Each task order may require exclusive utilization of one or more software packages for civil/site design. Designs will require proficiency in the creation and manipulation of horizontal alignments, profiles (C3D) / vertical alignments (ORD), custom assemblies (C3D) / templates (ORD), corridors, TIN surfaces (C3D) / DTM surfaces (ORD), and automated drafting and reporting tools of all aforementioned items.

3.2.2.1 *Levees.* Levees shall be designed in accordance with EM 1110-2-1913, Design and Construction of Levees, latest edition. The A-E shall perform all professional engineering services required for the preparation of complete plans and specifications for levee work as designated in the specific task order. Items of work may include but are not limited to preliminary levee alignment, optimization of design alignments for quantity/cost reduction, design of embankment sections including geotechnical analyses (settlement, stability, and seepage), design and layout of seepage remediation measures including berms and/or relief wells, design of borrow pits, design of ramps, and design of new or relocated local drainage features impacted by other design elements. The A-E may be required to perform all surveys and mapping as well as soils investigations as specified in each task order.

3.2.2.2 *Channels and River Stabilization.* The A-E shall perform all professional engineering services required in the preparation of complete plans and specifications for the designated channel work or river stabilization work as stated in the task order in accordance with EM 1110-2-1416, River Hydraulics. Plans will be prepared through the use of surveys, hydraulic data, borings, hydraulic analysis, and geotechnical analysis which will be furnished or obtained by the A-E as specified in the task order. Items of work may include but are not limited to grade control methods and bank stabilization methods that are in accordance with EM 1110-2-1601, Hydraulic Design of Flood Control Channels.

3.2.3 Architectural, Mechanical, and Electrical Design.

3.2.3.1 Architectural Design.

Architectural features of work shall be designed in accordance with current versions of applicable life-safety codes to include International Code Council (ICC) Building Codes, National Fire Protection Agency (NFPA) 101 Life-Safety Codes, Unified Facilities Criteria (UFCs), and other requirements as set forth in more detail in each task order. All work shall be performed by, or under the responsible control of, a Registered Architect licensed in the state in which the work is to be constructed.

3.2.3.2 Mechanical/Plumbing Design

Mechanical features of work shall be in accordance with all current International Code Council (ICC) Building Codes, and local requirements. In addition, Mechanical systems shall be designed in accordance with applicable portions of Unified Facilities Criteria (UFCs), Engineer Manuals (EMs), Engineering Technical Letters (ETLs), ERs, Division Regulations (DIVRs), and Design Documentation Reports (DDR), and as set forth in more detail in each task order. As a minimum, motor and HVAC system efficiencies should meet or exceed the prescriptive requirements.

3.2.3.3 Electrical Design

Electrical features of work shall be in accordance with all current International Code Council (ICC) Building Codes, and local requirements. Electrical systems shall be designed in accordance with applicable portions of Engineer Manuals (EMs), Engineering Technical Letters (ETLs), ERs, Division Regulations (DIVRs), and Design Documentation Reports (DDR), and as set forth in more detail in each task order. Also, coordinate design of the primary electrical distribution with the local utility provider, Installation personnel and the Project Design Team. Identify who and how power will be provided to the project from the primary and secondary sides.

3.2.4 Geology and Foundation Design. All analyses for the foundation and geology design that will be performed by the Government will be so stated in each task order and the analyses performed by the Government will be furnished to the A-E for his use in the foundation design. The A-E shall perform all analyses required for satisfactory foundation design that are not specifically mentioned as "Government Furnished" in the task order in accordance with appropriate Engineer Manuals, Engineer Regulations, Division Regulations, and Design Memorandums, etc. Typical analyses that may be required include: slope stability, settlement, pile capacity, and seepage. All soil testing shall be performed by a Government-validated laboratory. All field investigations (borings and CPTs) included in each task order shall be performed in accordance with appropriate Engineer Manuals, Engineer Regulations, Division Regulations, and Design Memorandums, etc.

3.2.5 Hydraulics and Hydrology. The A-E shall perform all hydraulic and hydrology design, completely or partially, as described herein and as may be more specifically described in each task order. Typical work that may be required includes:

- Development of stage area curves, stage duration curves, discharge rating curves, and stage and discharge frequency curves from raw stream data.
- Development of hydrology and hydraulic data needed for the design of systems necessary for conveyance of watershed runoff. This will include developing and utilizing the data in the design of ditches and canals and improvement of natural channels.
- Hydraulic design of structures such as channel weirs, small dams, small drainage structures, and riprap for drainage structures, bridge crossings, bank protection, and wave wash protection.
- Development of flood routings for use in the design of pumps and floodgates.
- Hydraulic design and location of in-stream grade control structures, bank protection, and other designs necessary to reduce sedimentation problems in streams.
- Application of the Hydrologic Engineering Center's Hydrologic Modeling System (HEC-HMS), and River Analysis System (HEC-RAS), programs and other designated programs will be required in the hydrology and hydraulic design assignments.
- Development of top of bank and thalweg profiles and cross-sections from field data.

3.2.6 Vertical Projects. The A-E shall perform all professional engineering services required in the preparation of complete plans and specifications for vertical and facility projects as stated in the task order. Plans will be prepared through the use of site investigations, which will be furnished or obtained by the A-E as specified in the task order. These scopes of work may include but not limited to: parking lots, roadways, and airport facilities; military construction to include civil, architectural, structural, mechanical, electrical, cost, geotechnical, fire protection, interior design and environmental features; and design of medical facilities to include architectural, structural, mechanical, electrical, civil, geotechnical, fire protection, interior design, cost, and environmental features. Work may include the rehabilitation of existing facilities and/or design of new facilities.

3.3 Geotechnical Related Services

3.3.1 General. The A-E shall provide all personnel and equipment to perform soil borings, testing, logging, and reporting. The A-E shall have the capacity to provide the following equipment for support of work required by individual Task Orders: core drill rigs with off road access capability (undisturbed drill rig Failing 1500 or equivalent), wireless-type pile driving analyzers, soil probes, cone penetrometers, shear vanes, triaxial test cells, 4 inch diameter consolidometers, direct-shear machine, direct-simple shear machine, ovens capable of determining organic content, and flat boats with outboard motors. The A-E shall provide adequate temperature controlled space for storage of

undisturbed samples before testing and until instructed to discard such samples. The A-E shall procure the services of a Government validated independent, commercial testing laboratory to perform all required testing in this contract unless otherwise specified. The proposed laboratory shall be submitted as part of the Quality Control Plan for review and approval, and must be validated to perform the specific tests required under this contract. A searchable list of laboratories currently validated is available at: <https://mtc.erd.c.dren.mil/searchvalidation.aspx>. In the event the Contractor's designated validated laboratory loses its validation during the course of this contract, the Contractor shall immediately cease use of the laboratory until validation is reestablished. If validation is not reestablished, the Contractor shall obtain the services of another validated laboratory to complete any remaining testing. Laboratory validations by the Government may require several months; however, any contract delays due to validation issues shall not be the basis for a claim against the Government for time extensions or additional costs. Notice to Proceed for this contract will not be delayed to allow additional time for validations.

- 3.3.2 Field Assignments. Locating, clearing, referencing borings to MVK or MVM baseline, determining ground surface elevations and water tables, making and sampling soil borings (including but not limited to 1-7/8' I.D. Split spoon, 3" Shelby Tube and 5" Undisturbed Shelby Tube) which may include locating borings in the field and providing location information consisting of ground surface elevation, water table elevation, latitude and longitude, and station and offset; sealing bore holes; setting permanent bench marks as well as installing piezometers, lasers, visual tracking targets, pressure transducers, strain gages, cantilevers, slope inclinometers, wells, settlement plugs and settlement plates. Contractor must have the capability to conduct the following test types: pile driving analysis, soil and T-wall displacements, obtaining subsurface information by using cone penetrometer and/or vane shear testing and performing noise and vibration monitoring. Hand auger, soil probe, general type (3-inch x 42-inch thin wall Shelby tubes), split spoon and 5-inch x 4.5-foot undisturbed fixed-piston type methods are to be used in the soil boring operations. Samples from the thin wall 3" Shelby tube and split spoon samplers must have a minimum diameter of 2-7/8 inches ID and 1-3/8 inches I.D. respectively. Samples from the 5" Shelby tubes must have an approximate 4-3/4 inch I.D. Some borings will require hard access (marsh, swamp or heavily forested areas) and work over water requiring special equipment. Contractor must be able to acquire marine and other equipment as necessary to complete the field assignments. Samples must be delivered promptly to the testing lab, either Government or A-E, as specified by the task order. All sampling equipment including the sampling head device for 5-inch diameter sampling, 5inch diameter sample tubes, and sample extruder for 5-inch undisturbed borings will be furnished by the Contractor. Corps representative may inspect field operations to verify geotechnical investigations are being performed in accordance with Corps EM 1111-1-1804. Detailed procedures on field operations and laboratory tests shall be

in accordance with current USACE, Vicksburg District and Memphis District's guidance. Field assignments may also include monitoring pile driving, performing dynamic pile analysis with PDA, and reading piezometer data and inclinometer data. Pile driving blow count records will be reviewed to assure that the production pile blow counts are acceptable. The Contractor may also be tasked with performing field quality assurance testing which may include nuclear density and/or sand cone testing and moisture content determination.

- 3.3.3 Office and Laboratory Assignments. Testing lab assignments may include classifying and testing soil samples and computing, compiling, and furnishing soil boring logs of the resulting field and laboratory data, as well as computing, compiling and furnishing CPT logs and vane shear test logs of the resulting field data. The A-E testing laboratory and storage facility shall be established/furnished by the A/E Contractor within one hundred (100) road miles of the district that is awarding the task order. Testing laboratory assignments may include classifying, determining water content and Atterberg limits, performing unconfined compression tests, performing (Q) and (R) triaxial compression shear tests, permeability test, direct simple shear tests (DSS), 4-inch diameter consolidation tests, mechanical & hydrometer grain size and hydrometer analysis, Standard and Modified Proctor tests, relative density tests, organic content tests, specific gravity tests; computing and compiling test results; furnishing boring and laboratory data in both text and CADD files fully compatible with the Bentley MicroStation software (specified in paragraph 5.2.1) and in the form of plotted boring logs. The A-E shall perform extruding of 5-inch undisturbed samples under controlled lab environment. Laboratory soil testing shall be performed in accordance with USACE EM 1110-2-1906. Other ASTM tests may be assigned in the Task Order. Reports may include reduction, analysis and interpretation of PDA data, interpretation of piezometer data and inclinometer data. All field operations, lab testing and reports shall be performed in accordance current USACE and Vicksburg District or Memphis District guidance.

4 COST ESTIMATES. The general procedural guide for cost estimating under this contract is as follows:

4.1 Feasibility Level Cost Estimates and Construction Schedules

- 4.1.1 General. For feasibility level efforts the Contractor shall provide a Current Working Estimate (CWE), the Cost Engineering Appendix and associated construction schedule. The CWE will be organized by the Civil Works Breakdown structure. The estimates prepared by the Contractor shall be prepared using the most recent version of MII.

4.1.2 Current Working Estimate (CWE).

- 4.1.2.1 *General.* The CWE includes all Federal and authorized non-Federal costs of the project. The estimate shall consist of a single MII estimate along with summary spread sheets, which incorporate

escalation factors as well as contingencies. In addition, a description of the estimate, including discussions of price level(s), major cost items, contingencies, construction methods, staging and access considerations shall be prepared as the Cost Engineering Appendix.

- 4.1.2.2 *Summary Spreadsheets.* An example set of summary spreadsheets shall be provided to the contractor for reference and use. The summary spreadsheets shall be used to escalate the various portions of the estimate to a common and current price level, and then to further escalate that price level to the midpoint of construction using inflation factors as described below. The summary spreadsheets will also be used to apply contingencies.
- 4.1.2.3 *Escalation and Inflation Factors.* Escalation factors shall be applied to the construction estimate in the summary spreadsheets. The factors to be used to update unit prices and various project cost features to current levels shall be those found in the most recent edition of the Civil Works Construction Cost Index System (CWCCIS), EM 1110-2-1304. The most recent version of this document will be provided to the Contractor. Inflation factors used to escalate the construction cost estimate to the midpoint of construction will be those developed by the Office of Management and Budget (OMB) and published by HQUSACE, Programs Division. The Government will provide these inflation factors to the Contractor after the Contractor has submitted the completed construction schedule.
- 4.1.2.4 *Contingencies.* The CWE includes contingencies meant to identify an estimated amount that is not likely to be exceeded for the purpose of budgeting. Contingencies account for uncertainties in quantities, uncertainties in unit pricing, and unanticipated items of work. Contingencies shall be appropriate for the level of investigation and design. The contingencies shall be applied in the summary spreadsheets described above. The Contractor shall not include contingencies in quantity computations.
- 4.1.2.5 *Material Quotes.* Material quotes are generally required where prices vary by locality. Material quotes will be required for items for which pricing information is not readily available from other sources.
- 4.1.2.6 *Organization of the Estimate.* The CWE shall be organized according to the Civil Work Breakdown Structure (CWBS). The estimate shall include appropriate costs for Lands and Damages, Construction Features, HTRW, Engineering and Design, and Construction Management.
- 4.1.2.7 *Construction Schedule.* The Contractor shall develop a construction schedule using Microsoft Project. The schedule shall consider the number of working days available for construction of the significant

items of work and shall include an allowance for non-work days and adverse weather days. The construction schedule shall list the significant construction activities showing when they will be performed over a monthly time scale and shall depict the total project duration. The purpose of the schedule is to determine the time required to complete the work in a reasonable manner and to determine the midpoint of construction for funding purposes. The schedule will also identify those situations where overtime and multiple crews may be required to complete the work within the desired time frame. It will also help determine construction duration, which will in turn be critical for determining field overhead costs.

4.1.3 MII Estimate

4.1.3.1 *General.* MII cost estimates shall be prepared as follows:

4.1.3.1.1 *Work Analysis.* The unit cost of significant items shall be derived by work analysis. A significant item is defined as one that accounts for 5% or more of the total estimated construction cost or represents an unusual construction procedure. Those items not defined as significant may also be estimated by work analysis. Alternatively, other acceptable sources of pricing include contractor quotes, bid results from comparable projects and estimating software programs and manuals. Work analysis is defined as the breakdown of costs according to crew (all labor crafts and equipment types and sizes), crew productivity and material and supply costs required to accomplish a particular item of work.

4.1.3.1.2 *Indirect Costs.* The estimate shall include appropriate mark-ups for field and home office overhead, subcontractor profit and bond. Indirect costs shall be applied to individual items and, on items where work analysis is used, shall be separately identifiable from the direct costs. Indirect costs for other items may be included in the unit price for the item or they may be separated.

4.1.3.1.3 *Incidental Costs.* All incidental costs shall be considered when determining price levels. Major incidental items such as cofferdams, special access, traffic control, dewatering...etc. not considered part of overhead shall be priced separately and distributed among the items to which it applies if there is not a separate item for that feature of work. Work analysis shall be used where an individual incidental item fits the definition of a significant item.

4.1.3.1.4 *Mobilization/Demobilization.* Mobilization costs shall be included in the appropriate Contractor Field Overhead and shall be distributed to all appropriate items if there is no separate item for mobilization.

4.1.3.1.5 Estimate Backup Data. The estimate shall be supported with backup data for all pricing including quantity calculations, work analysis, quotes, equipment, labor, materials, supplies and incidental costs. The backup data shall identify sources of estimated costs. If price quotes are received from manufacturers, include the name and phone number of the person quoted and record any specific information that could affect the quote in the MII notes. Include notes and assumptions pertinent to the development of the price. When more than one discipline is involved in estimating a bidding schedule item, the individual estimates shall be combined for that bid item before submission.

- a) The notes in the MMII estimate shall be used to document the sources of the determined costs and describe the construction method as well as the methodology used to determine productivity. If the backup data for a given item includes photocopied data, spreadsheets and/or written computations, they shall be packaged separately and submitted with the estimate.
- b) The estimate and backup shall be packaged as a unit.
- c) Labor rates for items estimated by work analysis shall be based on Davis-Bacon wage rates included the specifications and shall include applicable taxes and insurance.
- d) Equipment rates for items estimated by work analysis shall be the latest rates available in MII.
- e) Materials and supplies shall include sales and other applicable taxes.
- f) Each submittal of the estimate shall include a complete package of backup data for each item.

4.2 Construction Contract Cost Estimates and Construction Schedules

4.2.1 General. During preparation of construction contract documents the contractor shall provide an estimate for the cost of construction and a construction schedule as described below.

- a) The estimate shall be prepared using MCACES MII.
- b) The estimate shall be submitted in two formats. The estimate submitted with the Draft Technical review shall be a current working estimate (CWE), organized by the Civil Works Breakdown structure. The estimate with the final submittal shall be organized by bid item.
- c) The final estimate shall be in substantial compliance with all regulations and technical content such that it can be adopted as the Independent Government Estimate (IGE) with minimal changes. The IGE is required for the bid opening by the Federal Acquisition Regulation.
- d) If, at any time during the preparation of plans and specifications, the estimated cost of construction changes by more than 25%, the Government shall be notified as soon as the change is recognized.
- e) Amendments, issued during the advertising period, shall be incorporated into the estimate if the amendment affects project cost.

4.2.2 MII Estimate.

4.2.2.1 *General.* The estimate shall be organized according to the bidding schedule and shall be prepared with no profit to the prime contractor. The estimate shall be headed by a completed bid schedule with all estimated amounts and totals completed. Each submittal of the estimate shall be based on the most current design. Prepare the construction cost estimate as follows:

- a) For submittal at the draft review stage of completion, a draft Bid Schedule shall be submitted.
 - 1) The draft Bid Schedule should identify all bid items that are anticipated; this should be cross-checked with the Measurement and Payment portions of the specifications. As a minimum, the item name and unit of measurement should be identified. If preliminary quantities are known that information shall be shown.
 - 2) Upon submittal, the Corps' Cost Estimator will identify which bid items, as a minimum, need to have unit costs derived by work analysis methods. Typically work analysis methodology will be required for: a) items that have the potential to have a cost of 5% or more of the total estimated construction cost for a particular separable piece of work, b) items that have an unusual or complex construction procedure, or c) items that have the potential to be changed or modified during construction.
- b) For submittal at the final review stage of completion, the complete estimate shall be submitted.
 - 1) Those items identified by the Corps at the draft review stage to require work analysis shall have their unit costs derived by the breakdown of costs according to crew (all labor crafts and equipment types and sizes), crew productivity and material and supply costs required to accomplish a particular item of work.
 - 2) Those items not identified by the Corps as requiring work analysis may, at the Contractor's discretion, also be estimated by work analysis. Alternatively, other acceptable sources of pricing include contractor quotes, bid results from comparable projects, and estimating software programs and manuals.
 - 3) Indirect Costs. The estimate shall include appropriate mark-ups for field and home office overhead, subcontractor profit and bond. Indirect costs shall be applied to individual items and, on items where work analysis is used, shall be separately identifiable from the direct costs. Indirect costs for other items may be included in the unit price for the item or they may be separated.
 - 4) Incidental Costs. All incidental costs shall be considered when determining price levels. Major incidental items such as cofferdams, special access, traffic control, dewatering...etc.

not considered part of overhead shall be priced separately and distributed among the items to which it applies if there is no separate item for that feature of work.

- 5) Mobilization/Demobilization. Mobilization costs shall be distributed if there is no separate item for mobilization.

4.2.2.2 Estimate Backup Data. The estimate shall be supported with backup data for all pricing including work analysis, quotes, equipment, labor, materials, supplies and incidental items. The backup data shall consist of sources of determined costs. Include notes and assumptions pertinent to the development of the price. When more than one discipline is involved in estimating a bidding schedule item, the individual estimates shall be combined for that bid item before submission.

- a) The final estimate and backup shall be packaged as a unit organized by bid item.
- b) Labor rates for items estimated by work analysis shall be based on Davis-Bacon wage rates included in the specifications and shall include applicable taxes and insurance.
- c) Equipment rates for items estimated by work analysis shall be the latest rates available in MCACES.
- d) Materials and supplies shall include sales and other applicable taxes.
- e) Contingencies - Contingencies shall not be included in the estimate.
- f) Changes - A summary explanation shall be provided within the MCACES notes for those features of work where there is a significant increase in cost of construction from the previous estimate.

4.2.2.3 Narrative. The Contractor shall prepare a brief narrative as part of the estimate.

- a) Construction summary. The narrative shall include a general description of the contract work (very similar to the CBD announcement.) In addition any unusual items of construction shall be discussed. For example the construction of Cylinder Pile Wall is unusual.
- b) Estimate methodology. The narrative shall include a written discussion of the estimate and the estimating approach used. Include a discussion of the major assumptions made in setting up the estimate and a discussion of a construction plan.

4.2.2.4 Job Calendar and Construction Schedule. The Contractor shall develop a job calendar showing the number of working days available for construction of the significant items of work and shall include an allowance for non-work days and adverse weather days. With this calendar as a guide, the contractor shall prepare a

construction schedule in the form of a bar chart or CPM. The construction schedule shall list the significant construction activities showing when they may be performed and shall show the total project duration. The purpose of the calendar and schedule is to assure that the construction contractor is allowed sufficient time to complete the work. Also, situations where overtime and multiple crews may be required to complete the work within a certain time frame shall be identified.

5 DELIVERABLES

- 5.1 Electronic Design Documentation.** The A-E shall submit to the Government all information required to update the Vicksburg or Memphis District's electronic design documentation system at scheduled reviews and at the final submittal. The required information shall consist of any required design report, all the information contained in the design folder along with any required plans and specifications complete at the time of the submittal. The electronic files shall be provided in accordance with Section 5.2.
- 5.2 Submittals.** Submittals could be provided at the following four phases: Preliminary, Intermediate, Final, and Design Complete. Details of submittal requirements at each phase will be defined in each task order. Sample documents are available upon request.
- 5.3 Contract Drawings.** The A-E shall prepare complete sets of detailed drawings for use in the construction contracts for the projects. Final drawings shall be based on approved designs and layouts and shall be developed on the size and type media specified in the task order. The scales shall be approved by the Government. Where feasible, contract drawings shall incorporate standard Vicksburg or Memphis District drawings furnished by the Government. The contract drawings shall be prepared in a manner that will allow solicitation of bid and award of a construction contract. The contract drawings and specifications should be in complete agreement. Each drawing shall be in an individual file and shall be in AutoCAD Civil 3D format of the current version in operation by the Vicksburg District at time of contract award. The external design file specification, level assignments, line styles and line weights shall be in accordance with the latest version of the A/E/C CAD Standard, a product of the CAD/BIM Technology Center. The working units for the civil engineering design files should be set with master units as survey feet (ft) and sub-units as survey inches (in), using the default setting of 304,800 positional units per foot. The drawings shall be prepared on ANSI D (34 in. x 22 in.) sheets using the MVK or MVM standard border and title block. The drawings shall contain adequate details of all items necessary for construction or acquisition at a scale that clearly presents these conditions. All notes and references to details for the various items and features of the work shall be clearly shown and identified. The final drawings shall be free from clutter outside the trim lines including any unused plans or details utilized in developing the drawings. All unnecessary information on layers not displayed shall be removed from the drawings. Deliverables shall include all AutoCAD design files (*.dwg), block libraries, XML terrain and alignment files, data

shortcut files, sheet set production files (*.dst), font and other resource files, database files, ASCII or xyz files, and any other data files used in the creation of the project. The A-E shall provide the native-format CAD files, along with all ancillary files for all scheduled submissions. Furthermore, the A-E shall be responsible for any correcting any conversion errors within the specified schedule. In addition, the A-E shall provide a full-size hard copy of the drawings, as well as an Adobe Acrobat Portable Document Format (PDF) file printed at full scale for all scheduled submissions.

5.3.1 Reports, Memoranda and Other Significant Information. Submitted text documents shall be provided in Microsoft Word format unless otherwise specified in the task order. In addition, an electronic hard copy shall be provided in PDF to allow for non-text elements to be incorporated into a unified submittal. Submittals shall be made via email, DODSAFE, or as specified in the task order. Paper submittal requirements, if any, will be as specified in the task order.

5.3.2 Software Input/Output Files. The A-E shall provide electronic copies of all input/output files (slope stability, settlement, etc.) in the version of the software used for the analysis completed for each task order.

5.4 Specifications. Preparation of specifications shall be done using the Unified Facilities Guide Specifications (UFGS) produced using the latest version of SpecsIntact software. Unified Facilities Guide Specifications (UFGS) are a joint effort of the U.S. Army Corps of Engineers (USACE), the Naval Facilities Engineering Command (NAVFAC), the Air Force Civil Engineer Support Agency (AFCEA), and the National Aeronautics and Space Administration (NASA). SpecsIntact is a software product of the National Aeronautics and Space Administration (NASA) and is available free of charge from <http://specsintact.ksc.nasa.gov>. Specifications shall conform to UFC 1-300-02 for specification standards. In adapting these guide specifications to specific projects, modifications shall be made as necessary to provide for local conditions, special project requirements, and new developments and improvements in design or construction techniques. For work not covered by UFGS, recently approved project specifications or sections thereof may be used as guides to the extent that they are applicable; other Government guide specifications may be used (VA, GSA, etc.) or recognized industry guide specifications (CSI, AIA, etc.) or parts thereof may be incorporated. Many USACE districts have also developed their own standard specifications. These will be furnished to the Contractor as applicable depending on the individual task order. The Contractor shall prepare draft and final technical specifications for the project using UFGS and incorporating Government review comments. The contract specifications edits shall be prepared with the Standard Generalized Markup Language (SGML) tagging system. Questions regarding development of the specifications should be coordinated with the Government. General instructions for preparation of contract specifications for construction are provided below. Contractor shall prepare draft and final technical specifications for the project using UFGS and incorporating Government review comments. The contract specifications edits shall be prepared with the Standard Generalized

Markup Language (SGML) tagging system. Questions regarding development of the specifications should be coordinated with the Government. General instructions for preparation of contract specifications for construction are provided below.

5.4.1 General Instructions. Government construction contract solicitation methods ordinarily are Invitation for Bid (IFB) or Request for Proposal (RFP). The Government will prepare the Division 00 documents with input provided by the Contractor to utilize in the development of specific clauses. Standard attachments specific to each task order will be provided, however the Contractor is responsible for all attachments requiring project specific information.

5.4.2 Form of Specifications to be Furnished to the Government. Submit all specifications in both .sec file format and Adobe pdf files ready for advertising as part of a solicitation set. Actual delivery requirements to the Government will be defined in the individual task orders. Number project specifications' sections using the MasterFormat 2004 system (49 Divisions). Final submittal shall include: cover page, Table of Contents, Schedule of Prices (excel file format), and Technical Provisions (00 to 49).

5.4.3 Quality Control Reports. The Quality Control Reports shall be run periodically throughout the design phase and again when editing of a product is complete. These tools assist the user in preparing the completed product for submission, helping them locate editing errors within the project. The automated reports check for completeness, consistency, and provide construction management requirements. They are designed to automate the process of identifying and locating errors and discrepancies in the specifications.

- ___ Address Verification
- YES Reference Verification
- YES Submittal Verification
- YES Bracket Verification
- YES Section Verification
- YES Attachment List
- ___ Reference Location List
- ___ Submittal List
- YES Submittal Register
- ___ Test Requirements List
- YES Table of Contents

5.4.4 Errors. All errors cited in the reports should be corrected before a product is released as final. It is the specification editor's responsibility to notify the architect or engineer of any problems listed on these reports. These reports may accompany the product if required by Contract.

5.4.5 General Policy. It is the policy of the Chief of Engineers to require the customarily exercised professional standard of care of engineering and

technique in the preparation of specifications. Accordingly, all specifications must be prepared using up-to-date engineering and sound experienced judgment based on the approved design. The specifications shall be clear and complete to enable any competent manufacturer or construction firm in preparing bids or estimates.

5.4.6 Trade (Brand) Names. Technical Provisions Sections of the contract specifications shall be written to permit competition. Sole source and "brand name or equal" items will not be allowed, unless approved in writing by the Contracting Officer (KO). Such approval will be rare, and should not be assumed by the Contractor. Articles shall not be designated by trade names except where it is impracticable to provide other identification for the article desired (i.e., only when items must be compatible with existing items and the appropriate Justification and Approval (J&A) has been approved by the KO). Whenever possible articles and materials shall be identified by physical or chemical composition, by test qualifications, by performance conditions, or by similar specifications, i.e., a list of all salient characteristics necessary to evaluate an equal product. Where it is not possible to avoid the use of a cut, catalog number, or trade name, such use shall be qualified with the phrase "or equal" and the salient characteristics of the desired item shall be identified to form the basis for evaluating alternative brands. A list of all known sources meeting those requirements shall be provided.

5.4.7 Use of Standards. Materials and equipment shall be described, where possible, by documents generally known to the industry. Nationally recognized industry and technical society specifications and standards shall be used to the maximum extent practicable to assure that requirements are compatible with current industrial practices and manufacturing resources. Federal or military specifications and standards shall not be used to describe the requirements, unless they are used in current UFGS guide specifications or otherwise approved by the KO. It is not necessary to refer to a standard in its entirety, and any requirements which are too restrictive for the intended application, or which add unnecessarily to the cost shall be deleted in the project specifications. Other requirements and clarifications include:

- Specifications for equipment of standard manufacture need not make reference to standard specifications for materials of the component parts but rather shall be prepared so as to base acceptability of the equipment upon capacity, performance or other requirements. When a standard specification covers the desired item of equipment in its entirety such a specification should be used.
- Specifications for equipment of special design, not a standard manufactured product, shall specify the quality of the materials for the major component parts by referencing those standard specifications which are considered necessary. For minor parts it will usually be advantageous to permit a manufacturer to use stock materials of acceptable quality.

- Reference to standard specifications shall be to specific editions, including amendments. The date and title of each specification or amendment shall be included in the paragraph entitled "References." Thereafter, each reference to a standard specification shall be by basic designation only. Any references to standards, codes, trade names, and manufacturers' catalog numbers should be carefully checked for correctness, applicability to the particular project, and for latest revisions.
- General Principles Applicable to Specifications:
 - Contract specifications shall be carefully prepared to eliminate to extent possible conditions or practices which might operate to delay the work, or which might result in controversy and subsequent claims.
 - Specifications shall be edited such that probable questions which may arise during the performance of the contract may be determined and settled by reference to the contract, of which the specifications form a part. Unusual or unproven requirements shall be avoided whenever possible. Tolerances and inspection standards shall, to the greatest extent possible, conform to standard commercial practice.
 - The Contractor shall assist in the evaluation of "basis of design" to determine acceptability.

5.4.8 Construction Quality Control. Although quality control requirements cannot be eliminated merely to decrease Government costs, there are circumstances which present opportunities to economize on inspection and testing costs by making certain of these the Construction Contractor's responsibility under the General Provisions clause entitled "Inspection of Construction." The decision to do so should be based on careful review of the Technical Provisions during preparation, in conjunction with the policy stated in ER 1180-1-6, Construction Quality Management.

5.4.9 Inspection and Testing. Determination of inspection and testing responsibility should be made with a view toward using the most effective efforts of the Construction Contractor, industry, and personnel of the Contracting Officer to prevent needless duplication of effort and to eliminate unnecessary Government inspection and testing. When inspection and testing are made the Construction Contractor's responsibility, the contract requirements shall be such as not to abrogate the prerogative of the Contracting Officer to perform inspection and testing when deemed advisable.

5.4.10 Use of Price and Payment Procedures. Guide specifications provide good examples of the different types of measurement and payment paragraphs. General criteria for appropriate measurement and payment paragraphs follow. However, any questions regarding such paragraphs for a specific project shall be referred to the Contracting Officer.

5.4.11 Unit Priced Projects. The Technical Provisions for a project involving a multiplicity of unit and/or job prices shall include measurement and/or payment paragraph(s) applicable to the work specified therein. Such paragraphs shall be carefully reviewed to assure that measurement and/or

payment for each item of the Schedule of Prices is adequately specified in its appropriate section, organized to allow monitoring of Federal and local costs for each line item.

5.4.12 Job Projects. Only items not subject to variation should be paid for as job items. Job items shall have detailed payment paragraphs that include a description of the job work and a description of any subsidiary work required for such payment. Items subject to variation should be unit priced and measured. Measurement paragraphs shall include a description of the method and unit of measurement. Payment paragraphs shall include its description and a description of any subsidiary work required for such payment.

5.5 Design Documentation Report (DDR). The A-E shall prepare and submit an updated design documentation report at each submittal phase required by the task order in accordance with ER 1110-2-1150, Engineering and Design for Civil Works, current edition. The report will serve as an approval document for the project and shall include text describing the project and project features and drawings showing the site layout, perspectives, floor plans, wall sections of the buildings or structures, and the facilities to be provided at the site. The drawings shall show conceptual information adequate to determine overall sizes, materials, etc., but in less detail than construction drawings. The A-E shall submit in the design documentation report, design criteria, analyses, computations, and cost estimate for the primary elements of the project unless directed otherwise by the individual task orders. The computations shall be complete for each unit and presented in a neat and concise order to allow review within the time frames shown in the individual task orders. The Contracting Officer will furnish a sample report prepared for another project to indicate the details to be included in the report. The following provisions shall also apply:

5.5.1 Method of Preparation. Microsoft Word (latest version) for Windows word-processing software shall be used for preparation of the design documentation report. The report shall be submitted in electronic form (see paragraph 5.2.2 for other submittal requirements). The design documentation report shall be clearly divided into sections and tabbed for quick reference. A table of contents, a narrative description of the section, applicable design criteria, loading cases, applicable engineer and/or design code requirements and a complete listing of all design assumptions used for each feature shall be included in the design report.

5.5.2 Delivery. The design documentation report as well as all applicable working files shall be delivered electronically unless stated otherwise in the task order.

5.5.3 Engineering Studies, Investigations, and Design. Results of investigations, analyses, and computations made for the design of all essential features or components shall be included. The results shall include the description and data necessary to review and understand the design. Such data shall include the following:

5.5.3.1 *Analysis.* Analyses shall document the final geotechnical design for the project. Riprap requirements, sheet pile and bearing pile locations, lengths, and anchors, etc. shall be shown. Analyses shall document the final structural design for the project, except for detailing requirements. Sizes shall be shown for all steel members, except secondary bracing and minor stiffeners or connectors. Sizes shall be shown for all concrete members, along with reinforcing requirements at each section.

5.5.3.2 *Calculation Sheets.* Calculation sheets shall be neat so as to be readable and understandable for the reviewer. Calculations shall be edited, if necessary, to clarify analysis methods for the reviewer, and to remove unnecessary pages such as repetitive trials and errors.

5.5.3.3 *Quantity Take-Offs.* The A-E shall furnish quantity takeoffs to back up all construction cost estimates as stated herein and as may be described in more detail in each task order. The quantity takeoffs shall be divided into component units of work, materials, and equipment, together with the amounts of the same in accordance with a breakdown approved by the Government. Quantity takeoffs shall be shown in detail for review by the Government and shall not include lump-sum items that cannot be readily analyzed and verified in detail. For projects with multiple sites, quantity takeoffs shall present separate quantities for each site broken down into individual buildings, facilities, and components.

5.6 Design Folder. The A-E shall prepare and maintain an electronic design folder for the duration of each individual task order. The design folder shall include all information pertinent to the design of the project and the preparation of plans and specifications (if required), to include working files for any additional software used for analyses described in Section 3 above. The design folder shall be organized logically using appropriately named folders and subfolders, and duplication of files should be minimized where possible. Included in the folder shall be records of all correspondence, telephone conversations and meetings with manufacturers, suppliers, and regulatory agencies, other engineering firms and representatives of the Government. Copies of the design folder shall be submitted as directed by the individual task orders.

5.7 Reproduction. All reproductions for Government review will be accomplished by the Government unless otherwise stated in each individual task order. Reproduction prices will be established and/or negotiated, as necessary, at the time of issuance of the task order.

6 COORDINATION AND PROSECUTION OF WORK

6.1 Coordination. The Contracting Officer will designate a Contracting Officer Representative (COR), with the responsibility for coordinating all task orders. The COR will serve as single point of contact and liaison between the A-E and the Contracting Officer for all work required under the contract. No informal discussions

with other Government personnel are to be held without the consent and/or prior knowledge of the COR. The Government will immediately notify the A-E if the COR designee is changed. The A-E shall appoint an A-E Project Manager to serve as a single point of contact and liaison between the A-E and the Contracting Officer for all work required under the contract. Upon award of the contract, the A-E shall advise the COR of the name of the individual so designated. The A-E Project Manager shall be responsible for the complete coordination of all work developed under the contract. The A-E shall immediately notify the COR if the A-E Project Manager designee is changed. During the prosecution of the work under each task order, the A-E Project Manager shall keep in close liaison with the COR, who will coordinate the work with the assistance of Technical Managers. Complete records of conferences and telephone conversations shall be prepared by the A-E and submitted within 7 calendar days to the COR for concurrence and retention.

- 6.2 Standardization of Work.** All work shall be in accordance with the engineering instructions, directives, guide specifications, drawings, technical manuals, and other instructions furnished by the Contracting Officer. The design of each project shall be the most economical with necessary consideration being given to the most efficient utilization of all materials consistent with the design criteria. The use of critical and strategic materials not otherwise restricted shall be limited to the minimum amounts required, consistent with Corps of Engineers' Conservation of Materials Policies, and full consideration shall be given to the use of substitute materials as permitted by the Engineering Manual and OCE Guide Specifications. Any such substitutions shall be reported. When not expressly specified, drawing scales shall be as approved by the Contracting Officer or his authorized representative. Dimensions on drawings and Technical Specifications shall be in metric and/or English units as prescribed by the Contracting Officer.
- 6.3 Submitting Work.** After submission of the contract plans and specifications and the quantity takeoffs and cost estimates, the A-E shall make any corrections thereto as may be necessary because of errors or omissions, including the preparation of changes during the bidding period that may be required because of such deficiencies. The A-E shall make, at his own expense, all visits to the Vicksburg or Memphis Districts, including the sites of work, as may be required to accomplish the work under the task orders, except as may be otherwise specifically provided in the task orders. The A-E fee shall include the cost of all engineering, drafting, reproduction, special studies, consultant services and laboratory and field work required to accomplish the work under the task orders, except as may be otherwise specifically provided in the task orders. The Government may establish a target construction cost in a task order that is the amount of funds estimated for the construction of the project involved. The A-E shall make every effort to develop a design within the project criteria and instructions so that the project may be constructed within the target cost. The A-E shall advise the Contracting Officer of any discrepancies, ambiguities, and lack of clarity found in standard plans and specifications furnished by the Government for use in connection with design accomplished under this contract. All buildings, structures, and facilities to be designed under this contract shall be tied-in, as directed by the Contracting Officer,

to the coordinate system or to the baselines established at the sites of work. The time required by the Government to review submissions made by the A-E under this contract will vary with the workload in the Vicksburg or Memphis District. The review periods established in the completion schedules set forth in the task orders are the maximum anticipated periods required. Every effort will be made to accomplish reviews within shorter periods.

6.4 Assignment of Work. The general procedural guide for assignment of work and performance of work under this contract is as follows:

6.4.1 Scope Comprehension. Each proposed task order will be discussed by the A-Es and the COR as necessary to develop a mutual understanding of:

- The type of work to be done.
- The personnel to be utilized.
- The data available.
- The end result expected by the Contracting Officer.
- The methods to be used by the A-E.
- The completion date required by the Contracting Officer.

The A-E shall submit to the Contracting Officer within ten (10) days of the date of a request for proposal, a list of the disciplines needed, an estimate of time required by each of the disciplines for performance of the work in man-hours, and an itemized list of materials, travel, and any other applicable "Significant Costs" such as soil borings and laboratory analyses. The A-E shall at the same time submit a quotation for the work that reflects the work schedule/period of performance contained in the Scope of Work. The price proposal shall be based on the unit prices stated in the contract schedule.

6.4.2 Prosecution of Work. Upon mutual agreement of the negotiated price of the submitted proposal, a task order for each assignment will be issued in writing by the Contracting Officer and will include a description of services to be performed, disciplines to be utilized, lump sum price for the work, funding citation, results expected by the Contracting Officer, and required completion date. During the prosecution of the work, the A-E shall provide adequate professional supervision to assure accuracy, quality, completeness, and progress of the work. Prior to issuance of the first task order under this contract, the A-E shall furnish his quality management plan for review and approval by the Contracting Officer. The A-E shall continually review work in progress to determine the probability of meeting completion dates and shall furnish timely notification to the COR when original time estimates are found to be in error, and when established completion dates cannot be met. Upon receipt of a task order, the A-E shall organize his work forces and assign personnel to the work and furnish all plant, materials, and equipment necessary to complete the assignment in accordance with the task order's Scope of Work. The A-E shall acquire permission from the Contract Officer or Contracting Officer's representative in writing prior to releasing any data,

analyses, results, conclusions, or computations relative to any work performed under this contract.

6.5 Conferences. The A-E, if directed by the individual task orders, shall make conference visits to the Government offices located in Vicksburg, MS or Memphis, TN to discuss the project. The number and timing of any required conferences will be listed in the individual task orders. Conference participants may include various offices within the Vicksburg or Memphis District, and higher authority review offices within the Corps of Engineers. Additional visits, beyond those given in the task orders may be required to resolve problems that may arise. Design conferences shall not be construed as relieving the A-E from making changes resulting from scheduled reviews. The A-E shall prepare an official set of minutes for each conference, fully describing and documenting each point presented, decisions reached and follow up action required. The minutes shall be typed, and three copies shall be submitted to the Government for concurrence within seven calendar days after the meeting.

6.6 Government Furnished Items. The A-E shall thoroughly review the Government furnished items and data upon receipt for completeness, applicability, and conflicting guidance. Should the A-E find any conflict between the Government supplied data and applicable codes, and Government regulations and guidance, or missing items, the A-E shall inform the Contracting Officer in writing within five calendar days of the discovery. Failure of the A-E to review the Government furnished items shall not relieve the A-E of delivering correct plans and specifications within the time frames stipulated in individual task orders. Additional work that is required due to the failure to review the furnished data shall not be grounds for additional time or compensation. The items that the Government will furnish or make accessible will be listed in the individual task orders.

7 LOCATION OF WORK. Services under this contract shall typically be performed within the boundaries of the USACE Mississippi Valley Division or other missions of the Vicksburg or Memphis Districts of the U.S. Army Corps of Engineers.

8 SECURITY REQUIREMENTS. Security language outlined below is specified in the Engineering Form 6055, version May 2022, and is subject to change. Specific requirements and any changes will be provided in individual task orders.

8.1 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, to include 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.

- 8.2 Antiterrorism (AT) Level 1 Training.** All contract personnel requiring routine access to Army installations, facilities, and controlled access areas, or requiring network access shall complete initial and annual refresher AT Level I awareness training. Online AT Level I awareness training is available at <https://jko.jten.mil/> (website subject to change).
- 8.3 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.
- 8.4 Contract Personnel Requiring a Common Access Card (CAC).** Contract personnel will be issued a common access card (CAC) only if duties involve one of the following: (1) both physical access to a DoD facility and access to DoD information systems or networks; (2) remote access to a DoD information system or network using DoD-approved remote access procedures; or (3) physical access to

multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. Before CAC issuance, contract personnel must have at a minimum, a favorably adjudicated Tier 1 investigation or an equivalent or higher investigation in accordance with applicable Army regulations and Homeland Security Presidential Directive-12 (HSPD-12). At the discretion of the RA, an initial CAC may be issued based on a favorable review of a fingerprint check and a successfully scheduled Tier 1 investigation with the National Background Investigations Bureau. The RA provides contract personnel with additional information and forms to initiate the CAC issuance process, and/or to initiate background investigations, when required. Contract personnel shall complete these processes within established timelines to avoid delays.

- 8.5 Security Requirements For Contract Performance Outside The US.** For contract performance requirements that involve services or delivery in a foreign country, the Contractor shall comply with the requirements of DFARS clause 252.225-7043. For performance requirements that involve contract personnel accompanying or supporting US Armed Forces deployed outside the US, the Contractor shall comply with the requirements of DFARS clause 252.225-7040. Contract personnel accessing DoD or other federal facilities outside the US shall comply with applicable Status of Forces Agreements and Geographic Combatant Command requirements. Prior to contract personnel traveling outside the US, the Contractor shall provide documentation of AT, OPSEC, and other required training to the Government representative. Additionally, contract personnel shall comply with requirements specified in the DoD Foreign Clearance Guide, including country and theater clearance processes.
- 8.6 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.
- 8.7 Contract Personnel Requiring Access To Government Information Systems.** All contract personnel with access to a government information system (including USACE business systems and CAC-enabled websites) shall comply with applicable DoD and Army regulations and shall use the organization's UserID-Password Administration and Security System (U-PASS) at commencement of services to request network user accounts. Contract personnel shall complete DoD Information Assurance Awareness training prior to accessing information systems, and annually thereafter.
- 8.8 Contracts Requiring A Formal Opsec Program.** The Contractor shall develop an OPSEC SOP/Plan within 90 days of contract award. The OPSEC SOP/Plan shall be reviewed and accepted by the RA OPSEC Officer. This plan will include a process to identify critical information, where it is located, who is responsible for it, how to protect it, and why it needs to be protected. In accordance with Army and

DoD regulations, the contractor shall have a certified Level II OPSEC coordinator, who shall ensure OPSEC compliance during contract performance.

- 8.9 Training Requirements For The Protection Of Sensitive Information.** All contract personnel with access to critical information (as identified in the RA's OPSEC Program) shall complete initial and annual refresher OPSEC Level I Awareness training, which is available at the following websites: <https://www.iad.gov/ioss/> or <http://www.cdse.edu/catalog/operations-security.html> (websites subject to change). All contract personnel with access to Controlled Unclassified Information (CUI) shall complete initial and annual refresher CUI training in accordance with applicable Army policy.
- 8.10 Information Assurance (Ia)/Information Technology (It) Requirements.** All contract personnel performing IA/IT services must comply with DoD training and certification requirements specified in DoD 8570.01-M, Information Assurance Workforce Improvement Program, and maintain required background investigations specified in RA policy. Contract personnel shall provide the Government representative with documentation of certification(s) prior to performing on the contract. In accordance with applicable DoD, Army, and USACE regulations, the Contractor shall ensure that all information systems (IS) and platform information technology (PIT) systems developed and/or supported under this contract comply with cybersecurity and architectural requirements, including, but not limited to: security technical implementation guides (STIG)(e.g., the current version of the Application Security and Development STIG, and the internet access point (IAP) demilitarized zone (DMZ) STIG), and the use of security controls developed under the risk management framework documentation for the system or platform. The Contractor shall address questions regarding these provisions to the Government representative, who will coordinate between the Contractor and the USACE Chief Information Officer (CIO).
- 8.11 Contracts Requiring Handling Or Access To Classified Information.** The prime Contractor shall have a Facility Clearance (FCL) at the appropriate level prior to performance on the contract; the RA will sponsor the prime contract company in obtaining the FCL. All cleared contract personnel shall comply with the FCL requirements, as well as applicable laws and regulations regarding contractor access to national security information. For classified contracts, the RA will generate the DD Form 254, which will be attached to the contract.
- 8.12 Threat Awareness Reporting Program.** All contract personnel who maintain an active security clearance shall receive initial and annual refresher training on the Threat Awareness and Reporting Program (commonly referred to as "TARP"), provided by a Counterintelligence Agent. As determined by the servicing Counterintelligence Agent for the RA, contract personnel may complete web-based TARP training.
- 8.13 Escorting In Classified And/Or Sensitive Areas.** In accordance with applicable regulations, all contract personnel who do not possess the appropriate security clearance or access privileges will be escorted in areas where they may be exposed

to classified information or operations, sensitive information or activities, or restricted areas.

- 8.14 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.
- 8.15 Contracts Requiring Armed Security Guards.** All contract personnel performing contract security guard duties shall comply with the Individual Reliability Program in accordance with AR 190-56 (The Army Civilian Police and Security Guard Program), as well as applicable installation, facility and area commander installation/facility policies and procedures regarding storing weapons and ammunition in accordance with AR 190-11 (Physical Security of Arms Ammunition, and Explosives).
- 8.16 Contracts Requiring Delivery Of Food And Water.** The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and/or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. All delivery vehicles and storage locations are subject to inspection at any time by the COR, Post Veterinarian, law enforcement officers, or other RA representatives authorized to conduct such inspections. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, the delivery conveyance is not equipped to maintain prescribed temperatures, or the transport results in product "unfit for intended purpose," supplies tendered for acceptance may be rejected without further inspection. As the holder of a contract with the DoD, the Contractor shall ensure that all products and/or packaging have not been tampered with or contaminated. The Contractor shall ensure all delivery conveyances are always locked or sealed, except when actively loading or unloading. Unsecured vehicles shall not be left unattended. All incoming truck drivers shall provide adequate identification upon request. In the event of an identified threat to a delivery location, or a heightened force protection/Homeland Security threat level, the Contractor may be required to adjust delivery routes to minimize vulnerability risks and enable direct delivery to DoD facilities.
- 8.17 Non-U.S. Citizens Working On Government Contracts.** Government Approval MUST be obtained PRIOR to any non-U.S. Citizen being permitted to work on a government contract. The Contractor must submit a letter requesting approval via the Contracting Officer/Contracting Officer Representative to the Vicksburg District

Security Officer. The letter must include the contract number, period of performance, location(s) of work performance and attach a copy of the individual's passport and visa/work authorization documents.