# U.S. Army Corps of Engineers, Memphis District
# Design Build MATOC for Miscellaneous Civil Works Projects within the Boundaries of the Memphis District
# Solicitation Number W912EQ24R0001

DBC

MSMM ENGINEERING, LLC

And Associated Team

July 2, 2024

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1) Cover Letter
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**July 2, 2024**

Proposal Evaluation Team
167 N. Main Street
Memphis, TN 38103-1894

**RE: Response to Solicitation W912EQ24R0001 – Miscellaneous Civil Works Projects within the Boundaries of the Memphis District**

**Type of Business**: Total Small Business (under $45 million)
**NAICS Code**: **237990** – Other Heavy and Civil Engineering Construction
**UEI No**: EUFXCNWV1M95
**DUNS**: 053814646
**CAGE**: 0DAD0
**SBA Office Code**: 0768
**Primary POC:** Donny Bond, Vice-President
**Phone:** 573-382-6216
**Email:** donny@donaldbondconst.com

Dear Proposal Evaluation Team,

Donald Bond Construction, Inc. requests consideration in response to Solicitation W912EQ24R0001, Design Build MATOC for the United States Army Corp of Engineers (USACE), Memphis District (MVM). Donald Bond Construction, Inc. is a Small Business with over forty years of experience specializing in heavy and civil engineering construction services to the federal government in Southeast Missouri, Northwest Arkansas, Southern Illinois, and Northern Mississippi. We take pride in safely delivering professional, quality work in various services on schedule and within budget. Although capable of completing various heavy civil projects, our trademark work resides within the scope of the features of work outlined in this request for proposal.

Even though Donald Bond Construction has not been a prime contractor for USACE in the past 10 years, we have been a successful subcontractor for various set-aside projects, performing and administering large portions of the projects for MVM. We have established valuable working relationships with other contractors, giving us the resources to subcontract work as required. Under this solicitation, we would self-perform much of the construction work while subcontracting floodwall and pump station repairs, as indicated in Attachment 1 included herein.

The talents and capabilities required to execute the subject Design-Build solicitation have been assembled through the partnership of Prime Contractor/Point-of-Contact Donald Bond Construction, Inc., and Subcontractor MSMM Engineering, LLC. Our team ("Team Bond") brings forth the capabilities of a Construction Team with Design-Build experience in the Memphis locality, as well as a Design Team that currently holds Prime contracts for multiple USACE districts, including Mississippi Valley Division, and ~$33M in Federal design work experience over the last 5 years, with most of that work resulting in deliverables for USACE. Our design team has partnered with four additional team members to ensure capability for any task order size or type. These subcontracting firms—Athena Geosyntec JV, Maptech Inc., Chustz Surveying, and Neel-Schaffer Inc.—bring vast knowledge and experience in the specializations of survey, geotechnical investigations and engineering, Hydrology and Hydraulics (H&H), and A-E design services including past performance within MVD. This robust, multi-talented design team will support Donald Bond Construction at every phase of a task order, from concept to completion.

Donald Bond Construction holds years of experience in the Design-Build realm and is familiar with the key aspects of Design-Build delivery. To that end, Team Bond is aware of the organizational structure required to execute delivery as one unified Design-Build team. We are committed to transparency and collaboration in close coordination with the Memphis District and its stakeholders while ensuring safety and quality are paramount with a keen focus on budget and schedule. With our history of Design-Build work, Team Bond is positioned to anticipate and overcome project challenges and support the Memphis District with successful delivery of its civil works mission.

Our unique benefits include:

- **Knowledge of Design-Build:** Team Bond has delivered numerous design-build vertical construction projects across the subject area of responsibility, with a clear understanding of the concepts associated with it. As a result, Team Bond understands the importance of design-build and that delivery success lies in transparent, candid, and effective communication. Team Bond stands fully prepared to meet and exceed these standards.
- **Experience with USACE:** Donald Bond Construction and MSMM Engineering have experience working within the Mississippi Valley Division, which is being sought under the subject solicitation. Donald Bond Construction has a history of completing federal work in support of the Memphis District, while MSMM has completed ~$6.5M of Federal design work annually over the last 5-years with the majority being completed for USACE including design efforts within MVD.
- **Deep Resources:** Donald Bond Construction offers the required equipment and capacity on the construction side, while MSMM has the civil works know-how and capacity on the design side, which is supported through four subcontractors, Athena Geosyntec JV, Maptech Inc., Chustz Surveying, and Neel-Schaffer Inc. Team Bond is fully capable of providing the Memphis District with the necessary tools and expertise sought under the subject solicitation.
- **Understanding of the Locality:** Team Bond has years of experience completing projects in the Memphis area of responsibility. Team Bond is familiar with the environmental landscape, as well as the political and social landscape. After a long history of performing work in the region, we are positioned to meet the needs of the Memphis District under the subject solicitation.
- **Customer Care:** Team Bond offers USACE the beneficial responsiveness of two small businesses. Both companies have forged exceptional relationships with clients, including USACE. Both Mr. Donald Bond and Mr. Mark Wingate, as the Program Managers, are dedicated and committed to delivering for the Memphis District.

The bottom line is that Team Bond provides the Memphis District with the talents, capabilities, experience, and resources necessary to complete work at the highest level of success in accordance with the Chief's definition of winning "to safely deliver quality projects within budget and schedule."

Respectfully,

Donald Bond
Vice-President
Donald Bond Construction, Inc.

**DONALD BOND CONSTRUCTION, INC.**
5760 Highway 77
PO Box 99
Benton, MO 63736

| SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) | 1. SOLICITATION NO. W912EQ24R0001 | 2. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP) | 3. DATE ISSUED 09-May-2024 | PAGE OF PAGES 2 OF 7 |
|---|---|---|---|---|

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

| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO. | 6. PROJECT NO. |
|---|---|---|
| | | |

| 7. ISSUED BY CODE W912EQ | 8. ADDRESS OFFER TO (If Other Than Item 7) CODE |
|---|---|
| US ARMY ENGINEER DISTRICT, MEMPHIS<br>DARCEL GLENN 167 N. MAIN ST<br>MEMPHIS TN 38103-1894<br><br>TEL: 901-333-3602 FAX: | **See Item 7**<br><br>TEL: FAX: |

| 9. FOR INFORMATION CALL: | A. NAME | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) |
|---|---|---|
| | DARCEL G GLENN | 000-000-0000 |

## SOLICITATION

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

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

This is Phase 1 of the 2 Phase Best Value Tradeoff solicitation for a Multiple Award Task Order Contract (MATOC).

This is 100% Set-Aside for all Small Businesses.

The purpose of this MATOC is to provide design-build service for a broad range of Miscellaneous Civil Works Projects.

The North American Classification System (NAICS) Code for this project is 237990 and the Small Business size standard is $45 Million. The total value of all task orders awarded under this MATOC to all selected contractors will not exceed $99.5 Million. Reference Block 11 below: Although zero (0) calendar days are indicated, the completion days will be determined on a task order basis. Reference Box 12A - Performance and Payment Bonds will be required with the award of individual task orders.

The MATOC will have a 12-month base period and additional ordering periods of up to four (4) years for a total period of performance Not to Exceed five (5) years.

11. The Contractor shall begin performance within 0 calendar days and complete it within _____ calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [ ] mandatory, [ ] negotiable. (See 52.211-10 .)

| 12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) [X] YES [ ] NO | 12B. CALENDAR DAYS 10 |
|---|---|

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 01:00 PM (hour) local time 09 Jul 2024 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee [ ] is, [X] is not required.

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

D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

## SOLICITATION, OFFER, AND AWARD (Continued)

*(Construction, Alteration, or Repair)*

**OFFER** ***(Must be fully completed by offeror)***

| 14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)* | 15. TELEPHONE NO. *(Include area code)* |
|---|---|
| Donald Bond Construction, Inc.<br>5760 State Hwy 77<br>PO Box 99<br>Benton, MO 63736 | 16. REMITTANCE ADDRESS *(Include only if different than Item 14)*<br>**See Item 14** |
| CODE 0DAD0 / FACILITY CODE | |

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

| AMOUNTS | SEE SCHEDULE OF PRICES |
|---|---|

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

19. ACKNOWLEDGMENT OF AMENDMENTS

*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

| AMENDMENT NO. | U0001 | U0002 | U0003 | U0004 | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| DATE | 5/31/2024 | 6/9/2024 | 6/28/2024 | 7/1/2024 | | | | | | |

| 20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)* | 20B. SIGNATURE | 20C. OFFER DATE |
|---|---|---|
| Donald Raymond Bond, Vice President | | 7/2/2024 |

**AWARD** ***(To be completed by Government)***

21. ITEMS ACCEPTED:

| 22. AMOUNT | 23. ACCOUNTING AND APPROPRIATION DATA |
|---|---|
| | |

| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* | **ITEM** | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c) |
|---|---|---|

| 26. ADMINISTERED BY | CODE | 27. PAYMENT WILL BE MADE BY: | CODE |
|---|---|---|---|
| | | | |

*CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE*

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

| 30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)* | | 31A. NAME OF CONTRACTING OFFICER *(Type or print)* |
|---|---|---|
| 30B. SIGNATURE | 30C. DATE | 31B. UNITED STATES OF AMERICA BY | 31C. AWARD DATE |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
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| J | 1 \| 18 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| U0001 | 31-May-2024 | | |

6. ISSUED BY CODE W912EQ

US ARMY ENGINEER DISTRICT, MEMPHIS
DARCEL GLENN 167 N. MAIN ST
MEMPHIS TN 38103-1894

7. ADMINISTERED BY (If other than item 6) CODE

**See Item 6**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

Donald Bond Construction, Inc.
5760 State Hwy 77
PO Box 99
Benton, MO 63736

CODE 0DAD0 FACILITY CODE

| | |
|---|---|
| X | 9A. AMENDMENT OF SOLICITATION NO. W912EQ24R0001 |
| X | 9B. DATED (SEE ITEM 11) 09-May-2024 |
| | 10A. MOD. OF CONTRACT/ORDER NO. |
| | 10B. DATED (SEE ITEM 13) |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [X] is extended, [ ] is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

[ ] A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[ ] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The Amendment reflect revisions to Section 00 22 00 (Phase 1 of 2 Phase Design Build Selection Procedures) and Attachment 4 (Past Performance Assessment Worksheet_ Design Projects) has been added.
2. The proposal due date has been extended to June 17,2024.
3. All other terms and conditions are unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | |
|---|---|---|---|
| Donald Raymond Bond, Vice President | | TEL EMAIL | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED 7/2/2024 | 16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer) | 16C. DATE SIGNED |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
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| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| U0002 | 09-Jun-2024 | | |

| 6. ISSUED BY | CODE | 7. ADMINISTERED BY (If other than item 6) | CODE |
|---|---|---|---|
| US ARMY ENGINEER DISTRICT, MEMPHIS<br>DARCEL GLENN 167 N. MAIN ST<br>MEMPHIS TN 38103-1894 | W912EQ | See Item 6 | |

| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) | | |
|---|---|---|
| Donald Bond Construction, Inc.<br>5760 State Hwy 77<br>PO Box 99<br>Benton, MO 63736 | X | 9A. AMENDMENT OF SOLICITATION NO. W912EQ24R0001 |
| | X | 9B. DATED (SEE ITEM 11) 09-May-2024 |
| | | 10A. MOD. OF CONTRACT/ORDER NO. |
| CODE 0DAD0 FACILITY CODE | | 10B. DATED (SEE ITEM 13) |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [X] is extended, [ ] is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

[ ] A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[ ] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Solicitation W912EQ24R0001 for the Design Build MATOC for Miscellaneous Civil Works Projects within the Boundaries of the Memphis District is hereby amended as follows:

SEE SUMMARY OF CHANGES:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | |
|---|---|---|---|
| Donald Raymond Bond, Vice President | | TEL EMAIL | |
| 15B. CONTRACTOR/OFFEROR<br>(Signature of person authorized to sign) | 15C. DATE SIGNED<br>7/2/2024 | 16B. UNITED STATES OF AMERICA<br>BY<br>(Signature of Contracting Officer) | 16C. DATE SIGNED |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
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| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| U0003 | 28-Jun-2024 | | |

6. ISSUED BY CODE W912EQ

US ARMY ENGINEER DISTRICT, MEMPHIS
DARCEL GLENN 167 N. MAIN ST
MEMPHIS TN 38103-1894

7. ADMINISTERED BY (If other than item 6) CODE

**See Item 6**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

Donald Bond Construction, Inc.
5760 State Hwy 77
PO Box 99
Benton, MO 63736

CODE 0DAD0 FACILITY CODE

| | |
|---|---|
| X | 9A. AMENDMENT OF SOLICITATION NO. W912EQ24R0001 |
| X | 9B. DATED (SEE ITEM 11) 09-May-2024 |
| | 10A. MOD. OF CONTRACT/ORDER NO. |
| | 10B. DATED (SEE ITEM 13) |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [X] is extended, [ ] is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

[ ] A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[ ] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Solicitation W912EQ24R0001 for the Design Build MATOC for Miscellaneous Civil Works Projects within the Boundaries of the Memphis District is hereby amended as follows:

SEE SUMMARY OF CHANGES:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | |
|---|---|---|---|
| Donald Raymond Bond, Vice President | | TEL EMAIL | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED 7/2/2024 | 16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer) | 16C. DATE SIGNED |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE OF PAGES |
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| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
|---|---|---|---|
| U0004 | 01-Jul-2024 | | |

| 6. ISSUED BY | CODE | 7. ADMINISTERED BY (If other than item 6) | CODE |
|---|---|---|---|
| US ARMY ENGINEER DISTRICT, MEMPHIS<br>DARCEL GLENN 167 N. MAIN ST<br>MEMPHIS TN 38103-1894 | W912EQ | See Item 6 | |

| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) | | |
|---|---|---|
| Donald Bond Construction, Inc.<br>5760 State Hwy 77<br>PO Box 99<br>Benton, MO 63736 | X | 9A. AMENDMENT OF SOLICITATION NO. W912EQ24R0001 |
| | X | 9B. DATED (SEE ITEM 11) 09-May-2024 |
| | | 10A. MOD. OF CONTRACT/ORDER NO. |
| | | 10B. DATED (SEE ITEM 13) |
| CODE 0DAD0 | FACILITY CODE | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [ ] is extended, [X] is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

[ ] A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[ ] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to clarify the information included within Amendment 0002:

1. Please see summary of changes.
2. All other terms and conditions remained unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | |
|---|---|---|---|
| Donald Raymond Bond, Vice President | | TEL EMAIL | |
| 15B. CONTRACTOR/OFFEROR<br>(Signature of person authorized to sign) | 15C. DATE SIGNED<br>7/2/2024 | 16B. UNITED STATES OF AMERICA<br>BY<br>(Signature of Contracting Officer) | 16C. DATE SIGNED |

# ATTACHMENT 1

## PHASE 1 - TAB A- PROPOSAL DATA/ACKNOWLEDGEMENT SHEET

| | |
|---|---|
| **Solicitation Number** | W912EQ24R0001 |
| **Firm** | Donald Bond Construction, Inc. |
| **Address** | 5760 State Highway 77, PO Box 99, Benton MO 63736 |
| **Phone** | 573-545-3115 |
| **Fax** | |
| **Email** | donny@donaldbondconst.com or cindy@ donaldbondconst.com |
| **Tax ID Number** | 431534369 |
| **UEI Number** | EUFXCNWV1M95 |

Also provide any other assigned number that identifies the member firm(s) in the CPARS database. If a separate UEI has been created for a joint venture (JV) it must also be submitted. Provide a UEI number for each company identified in any proposed Contractor-subcontractor association of firms. If the firm is a JV or contractor subcontractor association of firms, list the individual firms and briefly describe the nature of the association. Provide UEI for each.

| | | | | | |
|---|---|---|---|---|---|
| Firm 1 | MSMM Engineering LLC. | Nature of Association | Teaming Agreement | UEI Number | NYLUL4Q5GYF6 |
| Firm 2 | | Nature of Association | | UEI Number | |
| Firm 3 | | Nature of Association | | UEI Number | |

Authorized Negotiators IAW FAR 52.215-11 - The Offeror represents that the following person(s) are authorized to negotiate on its behalf with the Government in connection with this solicitation.

Name
Donald Raymond Bond

Title
Vice President

Address
5760 State Highway 77, PO Box 99, Benton MO 63736

Telephone
573-382-6216

Email
donny@donaldbondconst.com

# TEAMING AGREEMENT

This Teaming Agreement ("Agreement") is made as of 9th day of April, 2024 ("Effective Date") between **Donald Bond Construction, Inc.** ("Prime Member") and **MSMM Engineering, LLC** ("Team Member") (singularly, each may be referred to as "Party," and collectively, as "Parties" or "Team") for the following reasons:

A. U.S. Army Corps of Engineers, Memphis District, ("Client") is anticipated to issue a Request for Proposals ("RFP") for a Design Build, Total Small Business Set-Aside Multiple Award Task Order Contact (MATOC) in support of the Mississippi River and Tributaries(MR&T) Project; and

B. Prime Member intends to submit a proposal ("Proposal") in coordination with the Team Member in response to the RFP with the goal of obtaining a Design Build contract with Client for the Project ("Prime Contract"); and

C. Team Member desires to support Prime Member in the goal of obtaining and performing the Prime Contract; and

D. The Parties believe that a cooperative effort between the two will offer the Client the best combination of unique skills and capabilities to achieve the Project objectives.

The Parties agree as follows:

## Article 1 PARTIES' RELATIONSHIP

**1.1** During the term of this Agreement the Parties shall act as independent contractors, and neither Party shall act as an agent for the other, nor be authorized to incur any liability represent or make commitments on behalf of the other. Further, nothing in this Agreement shall be deemed to constitute, create, or otherwise recognize a joint venture, partnership, or formal business entity of any kind.

**1.2** During the term of this Agreement, the Prime Member and Team Member can obtain their own subcontractors to fulfill any work requirements. It is the Prime Member and Team Member's responsibility to coordinate with their own subcontractors for any subcontractor agreement, deliverable, insurance requirement, accounts payable, etc. No contact between a Prime Member's subcontractor and the Team Member is warranted unless permission is granted by the Prime Member. No contact between a Team Member's subcontractor and the Prime Member is warranted unless permission is granted by the Team Member.

## Article 2 PRE-AWARD PHASE

**2.1** Team Member shall support Prime Member in preparing the Proposal and shall provide services and staffing commitments set forth in "**Attachment A**."

**2.2** Parties agree to comply with the Client's procurement requirements and to participate in any interviews, presentations, and negotiations with Client.

**2.3** Each Party shall be responsible for its own labor and expenses in pursuit of the Project.

## Article 3 POST-AWARD PHASE

**3.1** In the event Prime Member is awarded the Prime Contract by Client, Team Member agrees to provide professional services for the Project in accordance with a mutually agreeable subcontract ("Subcontract").

**3.2** The Subcontract will incorporate all of the requirements and obligations of the Prime Contract on a flow down basis.

## Article 4 CONFIDENTIAL INFORMATION

**4.1** All technical information and business information (hereinafter called "Confidential Information") exchanged between the Parties under this Agreement shall not be disclosed except as provided in this Agreement. Such restriction shall not apply, however, to the extent such Confidential Information was: (a) in the public domain before or after disclosure; (b) known to the receiving Party at the time of disclosure; (c) not unlawfully derived by the receiving Party from an independent source; or (d) independently developed by the receiving Party without reliance upon such data. This restriction shall survive termination of this Agreement.

**4.2** Notwithstanding the confidentiality restrictions herein, each Party may utilize and disclose Confidential Information as required in the pursuit and performance of the Project.

## Article 5 OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY

**5.1** Each party shall retain its ownership rights in its pre-existing design, drawing details, specifications, data bases, computer software, intellectual property and other proprietary property. Any know-how, methodologies, equipment or processes used by a Party under this Agreement or subsequent subcontract, including without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole and exclusive property of the pre-existing owner or its suppliers.

## Article 6 TERMINATION OF AGREEMENT

**6.1** Unless extended by written agreement of the Parties, this Agreement shall terminate upon the occurrence of any of the following events:

**6.1.1** Execution of the Subcontract or failure of the Parties to reach a mutually agreeable Subcontract;

**6.1.2** Award of the Prime Contract to another team and exhaustion of all bid protests;

**6.1.3** Cancellation of the Project's procurement by Client;

**6.1.4** Failure of either Party to remain or to become qualified by Client to submit a Proposal;

**6.1.5** Upon notice by either Party if a Party reasonably determines that a significant Project matter, such as the Project's financing plan, the procurement process, or the terms of the RFP or Prime Contract are unacceptable;

**6.1.6** Either Party filing or failing to discharge an involuntary petition in bankruptcy or reorganization, making a general assignment to creditors, or becoming insolvent;

**6.1.7** Upon notice by a Party if the other Party is acquired by or merged with a third party during the pursuit of the Project;

**6.1.8** A material default of this Agreement by either Party which is not corrected within five (5) calendar days after receipt of written notice of such default provided by the other Party, at the discretion of the non-defaulting Party;

**6.1.9** Two (2) years from the Effective Date of this Agreement;

**6.1.10** Mutual written agreement by the Parties; or

**6.1.11** If applicable, failure of a Team Member to maintain MBE, DBE or other disadvantaged or other special status.

## Article 7 GENERAL

**7.1** Each Party waives any and all claims against the other Party for any indirect, incidental, special, exemplary, punitive, or consequential damages arising in any way out of this Agreement or any services performed as a result of this Agreement. This limitation shall survive termination of this Agreement.

**7.2** The Parties shall submit all disputes arising out of or in connection with this Agreement to the exclusive laws and jurisdiction of the courts of the State where the Project is located.

**7.3** This Agreement was mutually drafted by both Parties and represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements. This Agreement may be amended only by a written instrument signed by the Parties. This Agreement shall not be assigned, in whole or in part, by either Party without the prior written consent of the non-assigning Party.

By signing below the Parties agree to all terms contained in this Agreement.

**Donald Bond Construction, Inc.**

Signature: _____

Printed Name: Donald Bond

Title: Vice President

**MSMM Engineering, LLC**

Signature: _____

Printed Name: Manish Mardia, PE

Title: President

## ATTACHMENT A

## SCOPE OF SERVICES, KEY STAFF, & SCHEDULE

### I. SCOPE OF SERVICES

Team Member shall provide the following Pre-Award Services:

- Support for RFP development
- Support for client questions and proposal clarification
- Support for interview

Team Member is qualified and capable of providing the following Post-Award Services if Prime Member is awarded the Prime Contract (the final scope of services shall be mutually agreed to and included in the Subcontract):

- Team Member – Provides all required design services to support construction.
- Prime Member – Provides all required construction IAW contract task orders.

### II. KEY STAFF

Team Member agrees that the following Key Staff members will be assigned to the Project during the Pre-Award Phase and, if Prime Member is awarded the Prime Contract, during the Post-Award Phase:

Manish Mardia (Principal/Program Management), Mark Wingate (Program Management)

The above identified Key Staff may not be withdrawn from the Project without Prime Member's written approval.

### III. SCHEDULE

Team Member shall promptly perform all Pre-Award Services as reasonably requested by Prime Member.

**LETTER OF COMMITMENT**
**to USE SUBCONTRACTOR/TEAMING PARTNER**

TO: Contracting Officer, Memphis District, United States Army Corps of Engineers

SUBJECT: **Letter of Commitment for Proposed: W912EQ24R0001_Miscellaneous Civil Works Projects within the boundaries of the Memphis District**

Dear Sir or Madam:

**Donald Bond Construction, Inc.** and **MSMM Engineering, LLC** hereby make the unequivocal commitment that, in the event that the company receives an award of the Contract for **W912EQ24R0001_Miscellaneous Civil Works Projects** within the boundaries of the Memphis District, **MSMM Engineering, LLC** will perform the following work required by the Contract.

- Engineering services, including all design requirements
- Field work, including engineering surveys and geotechnical borings

Sincerely,

Donald Raymond Bond
Vice President
Date: 6/25/2024

Manish Mardia
President
Date: June 20, 2024

MSMM Engineering, LLC CAGE CODE: 6SKR5

**LETTER OF COMMITMENT**
**to USE SUBCONTRACTOR/TEAMING PARTNER**

TO: Contracting Officer, Memphis District, United States Army Corps of Engineers

SUBJECT: **Letter of Commitment for Proposed: W912EQ24R0001_Miscellaneous Civil Works Projects within the boundaries of the Memphis District**

Dear Sir or Madam:

**MSMM Engineering, LLC** and **Neel-Schaffer, Inc** hereby make the unequivocal commitment that, in the event that the company receives an award of the Contract for **W912EQ24R0001_Miscellaneous Civil Works Projects** within the boundaries of the Memphis District, **Neel-Schaffer, Inc** will perform the following work required by the Contract.

- Assist MSMM in Engineering services

Sincerely,

Manish Mardia
President
MSMM Engineering, LLC
Date: _June 24, 2024_____

David R. Bowman, P.E.
Senior Vice President
Neel-Schaffer, Inc
Date: _June 24, 2024_____

**LETTER OF COMMITMENT**
**to USE SUBCONTRACTOR/TEAMING PARTNER**

TO: Contracting Officer, Memphis District, United States Army Corps of Engineers

SUBJECT: **Letter of Commitment for Proposed: W912EQ24R0001_Miscellaneous Civil Works Projects within the boundaries of the Memphis District**

Dear Sir or Madam:

**MSMM Engineering, LLC** and **Athena Geosyntec JV, LLC** hereby make the unequivocal commitment that, in the event that the company receives an award of the Contract for **W912EQ24R0001_Miscellaneous Civil Works Projects** within the boundaries of the Memphis District, **Athena Geosyntec JV, LLC** will perform the following work required by the Contract.

- Assist MSMM in Engineering services and field work, including engineering geotechnical borings.

Sincerely,

Manish Mardia
President
MSMM Engineering, LLC
Date: June 24, 2024

Julie Oliphant, PE
JV Managing Partner
Athena Geosyntec JV, LLC
Date: June 24, 2024

**LETTER OF COMMITMENT**
**to USE SUBCONTRACTOR/TEAMING PARTNER**

TO: Contracting Officer, Memphis District, United States Army Corps of Engineers

SUBJECT: **Letter of Commitment for Proposed: W912EQ24R0001_Miscellaneous Civil Works Projects within the boundaries of the Memphis District**

Dear Sir or Madam:

**MSMM Engineering, LLC** and **Chustz Surveying** hereby make the unequivocal commitment that, in the event that the company receives an award of the Contract for **W912EQ24R0001_Miscellaneous Civil Works Projects** within the boundaries of the Memphis District, **Chustz Surveying** will perform the following work required by the Contract.

- Assist MSMM in Engineering services and field work, including engineering surveys.

Sincerely,

Manish Mardia
President
MSMM Engineering, LLC
Date: __June 24, 2024_____

James H. Chustz, Jr. PLS
Manager
Chustz Surveying
Date: ___06/21/2024_____

**LETTER OF COMMITMENT**
**to USE SUBCONTRACTOR/TEAMING PARTNER**

TO: Contracting Officer, Memphis District, United States Army Corps of Engineers

SUBJECT: **Letter of Commitment for Proposed: W912EQ24R0001_Miscellaneous Civil Works Projects within the boundaries of the Memphis District**

Dear Sir or Madam:

**MSMM Engineering, LLC** and **Maptech, Inc.** hereby make the unequivocal commitment that, in the event that the company receives an award of the Contract for **W912EQ24R0001_Miscellaneous Civil Works Projects** within the boundaries of the Memphis District, **Maptech, Inc.** will perform the following work required by the Contract.

- Assist MSMM in Engineering services and field work, including engineering surveys.

Sincerely,

Manish Mardia
President
MSMM Engineering, LLC
Date: June 24, 2024

Chris Pesnell
President
Maptech, Inc.
Date: June 24, 2024

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2023)

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

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

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

✓ (i) Paragraph (e) applies.

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

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

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

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

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

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

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

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

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

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

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

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

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

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

____ Use with Alternate I.

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

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

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

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

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

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date_____]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR/DFARS provision No. | Title | Date | Change |
|---|---|---|---|
| No changes | | | |

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

(End of provision)

# VOLUME 1, TAB B – FACTOR 1 – PAST PERFORMANCE:

1) Donald Bond Construction, Inc. Key Projects
2) MSMM Engineering, LLC Key Projects
3) Specialized Experience and Technical Competence

# ATTACHMENT 3-PAST PERFORMANCE ASSESSMENT WORKSHEET_CONSTRUCTION PROJECTS

**PAST PERFORMANCE ASSESSMENT WORKSHEET**
***(To be completed for each construction project submitted)***

***CONSTRUCTION OR PRIME CONTRACTOR*** ***PROJECT #*** W912EQ20C0012

Offeror: Donald Bond Construction, Inc.

Is the Offeror part of a Joint Venture, Partnership, Teaming Arrangement, or Parent Company/subsidiary/affiliate?
Teaming Agreement

Project and Location:
Ditch 1 Upper Channel Cleanout Location: Pemiscot, New Madrid, and Stoddard Counties in Missouri

Was this project performed by the division or unit of the company submitting the offer for this MATOC solicitation?
Yes - Donald Bond Construction, Inc.

Owner: USACE - Memphis District

| Owner's Point of Contact for Reference: | Telephone: |
|---|---|
| Shaun Bass, Quality Assurance - Caruthersville Office | 901.456.5396 |
| Awarded Construction Cost: $7,480,570.60 | Final Construction Cost: $7,976,617.60 |

Explain Cost Growth, if any: Due to overruns

| Date of Award: | Original Completion Date: | Revised Completion Date: | Percent Complete: |
|---|---|---|---|
| 11/3/2020 | 8/14/2022 | 11/14/2022 | 100% |

Explain Time Growth, if any:
Weather Delays, High Channel days.

General Scope of Construction and Role of the Company who performed this project:

Clearing/Grubbing, Channel Excavation, Spoil Dressiing, Turfing, Maintaining SWPPP, and Mobilization
We also assisted the Prime Contractor with the administration of this contract.

| Work Your Company Self-Performed: | Extent and Type of Work You Subcontracted Out: |
|---|---|
| Clearing, Grubbing, Channel Excavation, Spoil Dressing, Turfing, Maintaining SWPPP, Mobilization | Surveying |

Provide additional narrative to support relevancy assessment (in terms of scope, magnitude and complexity as compared to the scope of the RFP).

The scope of the Ditch 1 Upper Channel Cleanout project matches the scope of this RFP in the following ways specifically:
- Channel cleanout is listed as one of the projects in scope on this RFP as "Channel Cleanout or Construction"
- The magnitude is greater than the stated $500,000
- The project is 100% complete and was completed within the last two years

Although Donald Bond Construction was not the prime contractor we performed 85% of the work, which included the construction items of clearing, grubbing, channel excavation using draglines, spoil dressing, turfing and maintaining SWPPP. We also assistied with the administration of this contract.

The magnitude and complexity of this project was substantial and covered many of the challenges that could be found with a channel cleanout project. These included:

- Managing access to a remote job site involved being able to have the appropriate equipment/vehicles to deliver fuel, grease, oil and labor to the site on a routine basis as there were several miles between the county roads that provide site access. This included track-type machines, UTVs, boats and 4x4 trucks. We also developed relationships with local landowners and obtained additional access to the site for ease of project completion.
- Obtaining permits from state and local agencies to close public roadways as needed to cross with equipment and coordinating assistance for the same from local authorities. Also providing the proper mats to protect the roadway from damage by equipment.
- Coordinating with utility companies to travel and work under power lines with the draglines and other equipment.

This project utilized excavators, mulching units, dozers and draglines with 4 ½ to 5 CuYd buckets.

We also had a pre-project survey completed by a certified land surveyor, who built models for us to utilize with our GPS equipment onsite daily to monitor progress and confirm the accuracy of the completed work. When sections were complete, the certified land surveyor returned to create as built drawings by cross section comparison of original, versus design, versus as completed. This would also be the process for a channel cleanout referenced in this RFP.

Your Performance by Owner, if known:

See PPQ by owner representative/sponsor

Final Inspection by USACE included positive remarks about the work performed by Donald Bond Construction

Photos of the work:

**ATTACHMENT 2**
**TO BE COMPLETED BY CLIENT**

**USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)- Attachment 2**

**CONTRACT INFORMATION (Contractor to complete Blocks 1-4)**

**1. Contractor Information**
Firm Name: Donald Bond Construction, Inc. CAGE Code: 0DAD0
Address: 5760 State Highway 77, or PO Box 99, Benton MO 63736 UEI: EUFXCNWV1M95
Phone Number: 573.545.3115
Email Address: donny@donaldbondconst.com or cindy@ donaldbondconst.com
Point of Contact: Donny Bond Contact Phone Number: 573.382.6216

**2. Work Performed as:** Prime Contractor Sub Contractor X Joint Venture Other
(Explain) Percent of project work performed: 85%
If subcontractor, who was the prime (Name/Phone #): Babcock SDV, LLC. 228.641.4025

**3. Contract Information**
Contract Number: W912EQ20C0012
Delivery/Task Order Number (if applicable):
Contract Type: Firm Fixed Price X Cost Reimbursement Other (Please specify): Contract Title: Ditch 1 Upper Channel Cleanout
Contract Location: Pemiscot Co., New Madrid Co., Stoddard Co., MO.

Award Date (mm/dd/yy): 11/3/2020
Contract Completion Date (mm/dd/yy): 08/14/2022
Actual Completion Date (mm/dd/yy): 11/14/2022
Explain Differences: Weather Delays & Indiana Bat Habitat

Original Contract Price (Award Amount): $7,480,570.60
Final Contract Price (*to include all modifications, if applicable*): $7,976,617.60
Explain Differences: Overruns

**4. Project Description:**
Complexity of Work High Med Routine X

How is this project relevant to project of submission? (*Please provide details such as similar equipment, requirements, conditions, etc.* Clearing/ Grubbing, Channel Excavation, Spoil Dressing, Turfing, Maintaining SWPPP, Mobilization, Contract Administration

**CLIENT INFORMATION (Client to complete Blocks 5-8)**

**5. Client Information** W. Dustin Boatwright, PE
Name Little River Drainage District- Dustin Boatwright
: Title: ~~Engineer~~ Executive Vice President/Chief Engineer
Phone Number: Office- 573.335.3439 Cell- 573.344.2333
Email Address: dboatwright@thelrdd.org

**6. Describe the client's role in the project:**
Sponsor

**7. Date Questionnaire was completed** (mm/dd/yy):
05/29/2024

**8. Client's Signature:**

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

E = EXCELLENT, VG = VERY GOOD, S = SATISFACTORY, M = MARGINAL, U = UNSATISFACTORY, N= NOT APPLICABLE

| | | | | | | |
|---|---|---|---|---|---|---|
| **1. QUALITY:** | | | | | | |
| a) Quality of technical data/report preparation efforts | E | VG | S | M | U | N |
| b) Ability to meet quality standards specified for technical performance | E | VG | S | M | U | N |
| c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance | E | VG | S | M | U | N |
| d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance) | E | VG | S | M | U | N |
| **2. SCHEDULE/TIMELINESS OF PERFORMANCE:** | | | | | | |
| a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below) | E | VG | S | M | U | N |
| b) Rate the contractor's use of available resources identified in the contract | E | VG | S | M | U | N |
| **3. CUSTOMER SATISFACTION:** | | | | | | |
| a) To what extent were the end users satisfied with the project? | E | VG | S | M | U | N |
| b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication) | E | VG | S | M | U | N |
| c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer? | E | VG | S | M | U | N |
| d) Overall customer satisfaction | E | VG | S | M | U | N |
| **4. MANAGEMENT PERSONEL/LABOR:** | | | | | | |
| a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force. | E | VG | S | M | U | N |
| b) Ability to hire, apply, and retain a qualified workforce to this effort | E | VG | S | M | U | N |
| c) Government Property Control | E | VG | S | M | U | N |
| d) Knowledge/expertise demonstrated by contractor personnel | E | VG | S | M | U | N |
| e) Utilization of Small Business concerns | E | VG | S | M | U | N |
| f) Ability to simultaneously manage multiple projects with multiple disciplines | E | VG | S | M | U | N |
| g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes | E | VG | S | M | U | N |
| h) Effectiveness of overall management (including ability to effectively lead, manage and control the project) | E | VG | S | M | U | N |

| | | | | | | |
|---|---|---|---|---|---|---|
| **5. COST/FINANCIAL MANAGEMENT** | | | | | | |
| a) Ability to meet the terms and conditions within the contractually agreed price(s) | E | VG | S | M | U | N |
| b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client | E | VG | S | M | U | N |
| c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns) | E | VG | S | M | U | N |
| d) Is the Contractor's accounting system adequate for management and tracking of costs? If no, please explain in Remarks section. | E | VG | S | M | U | N |
| e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below. | E | VG | S | M | U | N |
| f) Have there been any indications that the contractor has had any financial problems? If yes, please explain below. | YES | | | NO | | |
| **6. SAFETY/SECURITY** | | | | | | |
| a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.) | E | VG | S | M | U | N |
| b) Contractor complied with all security requirements for the project and personnel security requirements. | E | VG | S | M | U | N |
| **7. GENERAL** | | | | | | |
| a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues). | E | VG | S | M | U | N |
| b) Compliance with contractual terms/provisions (explain if specific issues) | E | VG | S | M | U | N |
| c) Would you hire or work with this firm again? *(If no, please explain below)* | YES | | | NO | | |
| d) In summary, provide an overall rating for the work performed by this contractor. | E | VG | S | M | U | N |

E = EXCELLENT, VG = VERY GOOD, S = SATISFACTORY, M = MARGINAL, U = UNSATISFACTORY, N= NOT APPLICABLE

**Please provide responses to the questions above** *(if applicable)* **and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk** *(attach additional pages if necessary)*:

# ATTACHMENT 3-PAST PERFORMANCE ASSESSMENT WORKSHEET_CONSTRUCTION PROJECTS

**PAST PERFORMANCE ASSESSMENT WORKSHEET**
***(To be completed for each construction project submitted)***

***CONSTRUCTION OR PRIME CONTRACTOR*** ***PROJECT #*** W912EQ12C0010

Offeror: Donald Bond Construction, Inc.

Is the Offeror part of a Joint Venture, Partnership, Teaming Arrangement, or Parent Company/subsidiary/affiliate?
Teaming Agreement

Project and Location:
Madison/Marinna Floodway Scour Repair SFC 736 Location: St. Francis County, AR

Was this project performed by the division or unit of the company submitting the offer for this MATOC solicitation?
Yes - Donald Bond Construction, Inc.

Owner: USACE - Memphis District

| | |
|---|---|
| Owner's Point of Contact for Reference: Thomas (Kyle) Wheeler, Wynne Area Office | Telephone: 870.884.0681 |
| Awarded Construction Cost: $2,057,959.25 | Final Construction Cost: $2,329,678.43 |

Explain Cost Growth, if any: Job was intended to be comleted using land-based equipment, however the project was awarded during a high water event that lasted the majority of the winter. In late spring, in order to conduct the work, a barge and push boat were used as a floating plant to complete the wor, adding costs to the job.

| Date of Award: | Original Completion Date: | Revised Completion Date: | Percent Complete: |
|---|---|---|---|
| 10/15/2019 | 3/25/2020 | 12/11/2020 | 100% |

Explain Time Growth, if any: A high water event was occurring at the time the project was to start and lasted the majority of the winter, causing a delayed start. Eventually, we chose to conduct the repairs from a floating plant to prevent further delaying of the project.

General Scope of Construction and Role of the Company who performed this project:

Clearing, Grubbing, Excavation, Maintaining SWPPP, Environmental Protection, Mobilization, Rock Placement of over 32,000 tons including Bedding Material, R200 and R650 Rip Rap. Our role on this proect was to provide supervision, labor and equipment for the performance of the tasks listed here. We also assisted in the administration of the contract.

| Work Your Company Self-Performed: | Extent and Type of Work You Subcontracted Out: |
|---|---|
| Clearing, Grubbing, Excavation, Maintaining SWPPP, Mobilization, Environmental Protection, Rock Placement of over 32,000 tons | Trucking of the rock<br>Surveying |

Provide additional narrative to support relevancy assessment (in terms of scope, magnitude and complexity as compared to the scope of the RFP).

The scope of the Madison/Marianna Floodway Scour Repair project matches the scope of this RFP in the following ways:
- Scour repair is listed as one of the projects in the scope on this RFP
- The magnitude is greater than the stated $500,000
- The project is 100% complete.

Although Donald Bond Construction was not the prime contractor we performed 85% of the work, which

included furnishing all supervision, surveying, equipment, and labor for excavation of channel side slopes and bottom, placement of bedding stone and rip rap stone protection to repair scouring along the existing river bed and river banks. Removal of existing debris that had accumulated on the upstream side of the existing bridge and any incidental related work according to the specifications and plans. We also assisted with the administration of this contract.

This project presented some challenges due to a high-water event that occurred prior to the project start. After it was apparent the water was not going to subside enough for the work to begin as it was intended, from a land-based operation, we developed a plan to use a marine based operation instead in order to begin and complete the project. Due to the complexity of the project, we had to utilize our push boat and barges to perform portions of the work along with land-based equipment.

This project utilized excavators, dozers, haul trucks, push boat, barges, and loaders.

Your Performance Evaluation by Owner, if known:

See PPQ by Prime Contractor.

Final inspection by USACE about Donald Bond Construction's performance and finished product of work.

Photos of the work:

**ATTACHMENT 2**
**TO BE COMPLETED BY CLIENT**

**USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)- Attachment 2**

**CONTRACT INFORMATION (Contractor to complete Blocks 1-4)**

**1. Contractor Information**
Firm Name: Donald Bond Construction, Inc. CAGE Code: 0DAD0
Address: 5760 State Highway 77, or PO Box 99, Benton MO 63736 UEI: EUFXCNWV1M95
Phone Number: 573.545.3115
Email Address: donny@donaldbondconst.com or cindy@ donaldbondconst.com
Point of Contact: Donny Bond Contact Phone Number: 573.382.6216

**2. Work Performed as:** Prime Contractor Sub Contractor x Joint Venture Other
(Explain) Percent of project work performed: 85%
If subcontractor, who was the prime (Name/Phone #): A Rock Construction Co., Inc. 662.392.3312

**3. Contract Information**
Contract Number: W912EQ12C0010
Delivery/Task Order Number (if applicable):
Contract Type: Firm Fixed Price x Cost Reimbursement Other (Please specify): Contract Title: Madison/ Marianna Floodway Scour Repair SFC 736
Contract Location: St. Francis County, AR.

Award Date (mm/dd/yy): 10/15/2019
Contract Completion Date (mm/dd/yy):
Actual Completion Date (mm/dd/yy): 12/11/2020
Explain Differences:

Original Contract Price (Award Amount): $2,057,959.25
Final Contract Price (*to include all modifications, if applicable*):
Explain Differences:

**4. Project Description:**
Complexity of Work High Med Routine X

How is this project relevant to project of submission? (*Please provide details such as similar equipment, requirements, conditions, etc.* Clearing/ Grubbing, Excavation, Maintaining SWPPP, Environmental Protection, Mobilization, Rock Placement of over 32,000 Tons including Bedding Material, 200 Riprap, & R650

**CLIENT INFORMATION (Client to complete Blocks 5-8)**

**5. Client Information**
Name A Rock Construction Co., Inc- Richard Jones
: Title: Project Manager
Phone Number: 662.417.5774
Email Address: jones.rd48@gmail.com

**6. Describe the client's role in the project:**
Prime Contractor

**7. Date Questionnaire was completed** (mm/dd/yy):
05/28/2024

**8. Client's Signature:**
Richard Jones Richard Jones

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

E = EXCELLENT, VG = VERY GOOD, S = SATISFACTORY, M = MARGINAL, U = UNSATISFACTORY, N= NOT APPLICABLE

| | | | | | | |
|---|---|---|---|---|---|---|
| **1. QUALITY:** | | | | | | |
| a) Quality of technical data/report preparation efforts | E | VG | S | M | U | N |
| b) Ability to meet quality standards specified for technical performance | E | VG | S | M | U | N |
| c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance | E | VG | S | M | U | N |
| d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance) | E | VG | S | M | U | N |
| **2. SCHEDULE/TIMELINESS OF PERFORMANCE:** | | | | | | |
| a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below) | E | VG | S | M | U | N |
| b) Rate the contractor's use of available resources identified in the contract | E | VG | S | M | U | N |
| **3. CUSTOMER SATISFACTION:** | | | | | | |
| a) To what extent were the end users satisfied with the project? | E | VG | S | M | U | N |
| b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication) | E | VG | S | M | U | N |
| c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer? | E | VG | S | M | U | N |
| d) Overall customer satisfaction | E | VG | S | M | U | N |
| **4. MANAGEMENT PERSONEL/LABOR:** | | | | | | |
| a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force. | E | VG | S | M | U | N |
| b) Ability to hire, apply, and retain a qualified workforce to this effort | E | VG | S | M | U | N |
| c) Government Property Control | E | VG | S | M | U | N |
| d) Knowledge/expertise demonstrated by contractor personnel | E | VG | S | M | U | N |
| e) Utilization of Small Business concerns | E | VG | S | M | U | N |
| f) Ability to simultaneously manage multiple projects with multiple disciplines | E | VG | S | M | U | N |
| g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes | E | VG | S | M | U | N |
| h) Effectiveness of overall management (including ability to effectively lead, manage and control the project) | E | VG | S | M | U | N |

| | | | | | | |
|---|---|---|---|---|---|---|
| **5. COST/FINANCIAL MANAGEMENT** | | | | | | |
| a) Ability to meet the terms and conditions within the contractually agreed price(s) | E | VG | S | M | U | N |
| b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client | E | VG | S | M | U | N |
| c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns) | E | VG | S | M | U | N |
| d) Is the Contractor's accounting system adequate for management and tracking of costs? If no, please explain in Remarks section. | E | VG | S | M | U | N |
| e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below. | E | VG | S | M | U | N |
| f) Have there been any indications that the contractor has had any financial problems? If yes, please explain below. | YES | | | NO | | |
| **6. SAFETY/SECURITY** | | | | | | |
| a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.) | E | VG | S | M | U | N |
| b) Contractor complied with all security requirements for the project and personnel security requirements. | E | VG | S | M | U | N |
| **7. GENERAL** | | | | | | |
| a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues). | E | VG | S | M | U | N |
| b) Compliance with contractual terms/provisions (explain if specific issues) | E | VG | S | M | U | N |
| c) Would you hire or work with this firm again? *(If no, please explain below)* | YES | | | NO | | |
| d) In summary, provide an overall rating for the work performed by this contractor. | E | VG | S | M | U | N |

E = EXCELLENT, VG = VERY GOOD, S = SATISFACTORY, M = MARGINAL, U = UNSATISFACTORY, N= NOT APPLICABLE

**Please provide responses to the questions above** *(if applicable)* **and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk** *(attach additional pages if necessary)*:

# ATTACHMENT 3-PAST PERFORMANCE ASSESSMENT WORKSHEET_CONSTRUCTION PROJECTS

**PAST PERFORMANCE ASSESSMENT WORKSHEET**
***(To be completed for each construction project submitted)***

***CONSTRUCTION OR PRIME CONTRACTOR*** ***PROJECT #*** W912EQ17C0007

Offeror: Donald Bond Construction, Inc.

Is the Offeror part of a Joint Venture, Partnership, Teaming Arrangement, or Parent Company/subsidiary/affiliate?
Teaming Agreement

Project and Location:
Mounds City South Culvert Replacement Project Location: Pulaski County, IL

Was this project performed by the division or unit of the company submitting the offer for this MATOC solicitation?
Yes - Donald Bond Construction, Inc.

Owner: USACE - Memphis District

| Owner's Point of Contact for Reference: | Telephone: |
|---|---|
| Jack Ratliff - Caruthersville Office | 573-333-1043 |
| Awarded Construction Cost: $1,125,894.77 | Final Construction Cost: $1,179,164.77 |

Explain Cost Growth, if any: Concrete Cradle Addition

| Date of Award: | Original Completion Date: | Revised Completion Date: | Percent Complete: |
|---|---|---|---|
| 5/31/2018 | 9/10/2019 | 12/4/2019 | 100% |

Explain Time Growth, if any: Weather Delays & High River Stages

General Scope of Construction and Role of the Company who performed this project:
Donald Bond Construction provided all supervision, labor, equipment, and materials to perform this work: cofferdam construction, culvert demo, mobilization, surveying, environmental protection, maintaining SWPPP, miscellaneous demolition, straw wattle, concrete work, excavation, embankment, bedding material, rip rap, flapgates, precast concrete culverts, and precast end section.

| Work Your Company Self-Performed: | Extent and Type of Work You Subcontracted Out: |
|---|---|
| Culvert replacement including mobilization, environmental protection, maintaining SWPPP, demolition, straw wattle, excavation, embankment, bedding material and rip rap, flap gates, concrete pipes, and precast end sction | Trucking<br>Surveying<br>Cast in place concrete |

Provide additional narrative to support relevancy assessment (in terms of scope, magnitude and complexity as compared to the scope of the RFP).
The scope of the Mounds City Culvert project matches the scope of this RFP in the following ways:
- Culvert Repair is listed as one of the projects in the scope on this RFP.
- The magnitude is greater than the stated $500,000.
- The project is complete.

Although Donald Bond Construction was not the prime contractor we did perform 85% of the work, which included providing all supervision, labor, equipment and material for cofferdam construction, culvert demolition, excavation, embankment and placing rock, flapgates, and precast concrete culverts and end section.

We also assisted with the administration of this contract.

This project's scope and magnitude aligns with other culvert replacements Donald Bond Construction has completed on the Mississippi mainline levee and setback levee. The scale of excavation, size of pipe headwalls, and gates may vary but the management, coordination and performance of the work completed by us on these types of projects are very similar.

Your Performance Evaluation by Owner, if known:

See PPQ by Prime Contractor.

Final inspection by USACE about Donald Bond Construction's performance and finished product of work.

Photos of the work:

**ATTACHMENT 2**
**TO BE COMPLETED BY CLIENT**

**USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)- Attachment 2**

**CONTRACT INFORMATION (Contractor to complete Blocks 1-4)**

**1. Contractor Information**
Firm Name: Donald Bond Construction, Inc. CAGE Code: 0DAD0
Address: 5760 State Highway 77, or PO Box 99, Benton MO 63736 UEI: EUFXCNWV1M95
Phone Number: 573.545.3115
Email Address: donny@donaldbondconst.com or cindy@ donaldbondconst.com
Point of Contact: Donny Bond Contact Phone Number: 573.382.6216

**2. Work Performed as**: Prime Contractor Sub Contractor x Joint Venture Other
(Explain) Percent of project work performed: 85%
If subcontractor, who was the prime (Name/Phone #): Southern Contracting, LLC. 731.627.0444

**3. Contract Information**
Contract Number: W912EQ17C0007
Delivery/Task Order Number (if applicable):
Contract Type: Firm Fixed Price x Cost Reimbursement Other (Please specify): Contract Title: Mounds City South Culvert Replacement Project
Contract Location: Pulaski County, IL.

Award Date (mm/dd/yy): 05/31/2018
Contract Completion Date (mm/dd/yy): 09/10/2019
Actual Completion Date (mm/dd/yy): 12/04/2019
Explain Differences: Weather Delays & High River Stages

Original Contract Price (Award Amount): $1,125,894.77
Final Contract Price (*to include all modifications, if applicable*): $1,179,164.77
Explain Differences: Concrete Cradle Addition

**4. Project Description:**
Complexity of Work High Med Routine x

How is this project relevant to project of submission? (*Please provide details such as similar equipment, requirements, conditions, etc.* Culvert Replacement Including- Mobilization, Environmental Protection, SWPPP, Demolition, Straw Wattle, Concrete Washout, Excavation, Embankment, Bedding Material & Riprap, Flapgates, Iron & Concrete Pipes, Precast End Section

**CLIENT INFORMATION (Client to complete Blocks 5-8)**

**5. Client Information**
Name Southern Contracting, LLC. - Josh Ozment
: Title: Project Manager
Phone Number: Office- 228.641.4025 Cell- 731.676.0998
Email Address: jozment@southcon.us

**6. Describe the client's role in the project:** Performed daily surveillance of the project, performed progress meetings, reported construction issues to Contracting Officer, coordinated construction changes and subcontractors.

**7. Date Questionnaire was completed** (mm/dd/yy): 05/28/2024

**8. Client's Signature:**

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

E = EXCELLENT, VG = VERY GOOD, S = SATISFACTORY, M = MARGINAL, U = UNSATISFACTORY, N= NOT APPLICABLE

| | | | | | | |
|---|---|---|---|---|---|---|
| **1. QUALITY:** | | | | | | |
| a) Quality of technical data/report preparation efforts | E | VG | S | M | U | N |
| b) Ability to meet quality standards specified for technical performance | E | VG | S | M | U | N |
| c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance | E | VG | S | M | U | N |
| d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance) | E | VG | S | M | U | N |
| **2. SCHEDULE/TIMELINESS OF PERFORMANCE:** | | | | | | |
| a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below) | E | VG | S | M | U | N |
| b) Rate the contractor's use of available resources identified in the contract | E | VG | S | M | U | N |
| **3. CUSTOMER SATISFACTION:** | | | | | | |
| a) To what extent were the end users satisfied with the project? | E | VG | S | M | U | N |
| b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication) | E | VG | S | M | U | N |
| c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer? | E | VG | S | M | U | N |
| d) Overall customer satisfaction | E | VG | S | M | U | N |
| **4. MANAGEMENT PERSONEL/LABOR:** | | | | | | |
| a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force. | E | VG | S | M | U | N |
| b) Ability to hire, apply, and retain a qualified workforce to this effort | E | VG | S | M | U | N |
| c) Government Property Control | E | VG | S | M | U | N |
| d) Knowledge/expertise demonstrated by contractor personnel | E | VG | S | M | U | N |
| e) Utilization of Small Business concerns | E | VG | S | M | U | N |
| f) Ability to simultaneously manage multiple projects with multiple disciplines | E | VG | S | M | U | N |
| g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes | E | VG | S | M | U | N |
| h) Effectiveness of overall management (including ability to effectively lead, manage and control the project) | E | VG | S | M | U | N |

| **5. COST/FINANCIAL MANAGEMENT** | | | | | | |
|---|---|---|---|---|---|---|
| a) Ability to meet the terms and conditions within the contractually agreed price(s) | E | VG | S | M | U | N |
| b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client | E | VG | S | M | U | N |
| c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns) | E | VG | S | M | U | N |
| d) Is the Contractor's accounting system adequate for management and tracking of costs? If no, please explain in Remarks section. | E | VG | S | M | U | N |
| e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below. | E | VG | S | M | U | N |
| f) Have there been any indications that the contractor has had any financial problems? If yes, please explain below. | YES | | | NO | | |
| **6. SAFETY/SECURITY** | | | | | | |
| a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.) | E | VG | S | M | U | N |
| b) Contractor complied with all security requirements for the project and personnel security requirements. | E | VG | S | M | U | N |
| **7. GENERAL** | | | | | | |
| a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues). | E | VG | S | M | U | N |
| b) Compliance with contractual terms/provisions (explain if specific issues) | E | VG | S | M | U | N |
| c) Would you hire or work with this firm again? *(If no, please explain below)* | YES | | | NO | | |
| d) In summary, provide an overall rating for the work performed by this contractor. | E | VG | S | M | U | N |

E = EXCELLENT, VG = VERY GOOD, S = SATISFACTORY, M = MARGINAL, U = UNSATISFACTORY, N= NOT APPLICABLE

**Please provide responses to the questions above** *(if applicable)* **and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk** *(attach additional pages if necessary)***:**

# ATTACHMENT 4-PAST PERFORMANCE ASSESSMENT WORKSHEET_DESIGN PROJECTS

**PAST PERFORMANCE ASSESSMENT WORKSHEET**
***(To be completed for each design project submitted for Past Performance )***

***DESIGN FIRM (OR IN-HOUSE DESIGN)*** ***PROJECT #*** W912P819F0215

| | |
|---|---|
| Offeror (Design Firm): | MSMM Engineering, LLC |
| Project and Location: | Cow Bayou Drainage Pump Station Complex; Orange, TX |
| Was this project performed by the division or unit of the company submitting as the design firm for this MATOC solicitation? | Yes |
| Owner: | USACE New Orleans District |
| Owner's Point of Contact for Reference: Charlie Brandstetter | Telephone: (504) 862-2501 |
| Estimated Construction Cost: $325M | Actual Construction Cost (if known): |

| Date of Award: | Original Design Completion Date: | Revised Design Completion Date: |
|---|---|---|
| 2019 | 2021 | |

Explain Time Growth, if any:

General Scope of Construction and Offeror's Role in Design:
MSMM's team completed 35% design of the 8,190 CFS pump station design as part of the Sabine to Galveston Cow Bayou Complex project. This project includes levee tie-ins, floodwalls, sluice gate structures, and a sector gate for navigational traffic. The pump station consists of five 1,365 CFS horizontal, vacuum-primed pumps with 126-inch suction side and 115-inch discharge side formed concrete intakes and three 455 CFS vertical self-priming pumps with 84-inch discharge piping.

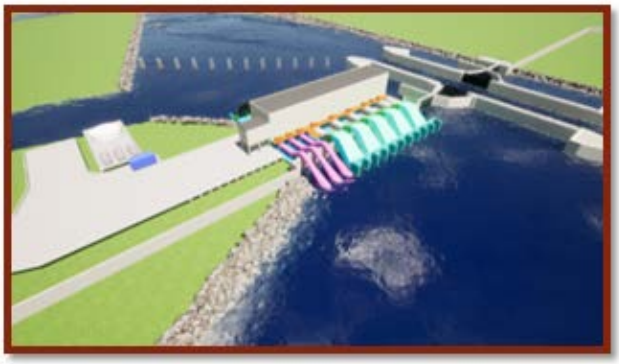
| Offeror's Role in Design (Self-Performed Work): | Extent and Type of Work You Subcontracted Out: |
|---|---|
| Design-Build Package RFP Development, (Civil, Structural and Architectural Design, DDR, Plans & Specs, Site Layout) Program and Project Management | 11%, Geotech, Cost Estimating |

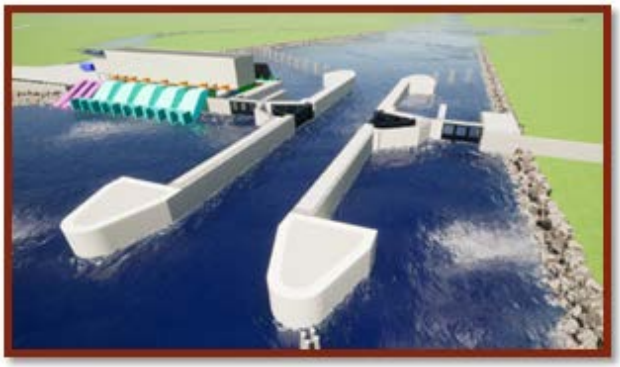
Provide additional narrative to support relevancy assessment (in terms of scope, magnitude and complexity as compared to the scope of the RFP).
The preliminary design phase was a joint engineering effort between USACE New Orleans District, Galveston District, and our team, and we operated as one integrated design team. Our design responsibilities included structural design, architectural design, civil site work, geotechnical evaluation and design, cost estimating, CAD drafting, and project management. New Orleans District provided the mechanical and electrical design while we coordinated the mechanical and electrical design with the civil, structural, and geotechnical engineering design. Other project features being designed by our team include dolphin structures to protect the facility from possible boat impact, a pump station safe house, a fuel farm, and access roads. We designed the project in Microstation 3D and Civil 3D, utilizing Revit BIM 3D modeling and CIM modeling for the facilities. Preliminary investigations consisted of extensive geotechnical testing to determine soil suitability, initial estimates of dredging based on navigational traffic loads in the Cow Bayou area, structural calculations for the T-walls, and navigational structures. Preliminary architectural work was also completed to design the safe house, including all pump station operators' facilities and workspaces.

Provide additional narrative to support relevancy assessment (in terms of scope, magnitude and complexity as compared to the scope of the RFP). (Continued)

The pump station reinforced concrete structure is 250 FT by 128 FT, with eight pump bays, and is supported by a 100 FT long steel H-pile. The vertical pumps, engines, generators, gear boxes, vacuum pumps, and electrical equipment are all housed within the pump station building. The structural steel building above the concrete pump station structure is 43 FT tall and utilizes 8 IN thick precast concrete tilt-up wall panels. Our structural engineers, following USACE EM's, designed permanent project structures associated with the pump station, including the horizontal and vertical pump intakes and discharge structures, engine and pump support slabs, pump station building, pump station safe house, fuel tank foundation/containment, water tank foundation, west access bridge, exterior semi-gantry and overhead bridge crane supports, and protective dolphins. The pump station and safe house were designed utilizing STAAD software.

The pump station safe house is a two-story structure 36 FT by 22 FT. The building is supported by cast-in-place concrete beams and columns. The safe house is a separate structure near the pump station building, houses emergency personnel required during a hurricane, and is designed for tornado-force winds. It required a 1,000-gallon per day onsite wastewater treatment facility due to the lack of facilities in the project area. Our civil engineering team provided the wastewater treatment facility design and layout of the entry roadways and parking lots and provided the site grading and utility layout in compliance with UFC-201-01.





The geotechnical services included engineering analyses of the soil borings data, which the New Orleans District provided our geotechnical engineers. The team provided recommendations regarding site preparation and drainage, estimates of allowable pile load capacity for support of pump station components and the fuel platform, and estimates of settlement. The geotechnical analysis included performing deep-seated stability analyses of the pump station, determining the unbalanced force, designing seepage cutoff beneath the pump station, performing analyses to evaluate potential uplift of the pump station during and after construction, determining lateral earth pressures for the wall design, and providing a preliminary design for temporary retaining structures (TRS). Analyses were also performed for the design of the dolphins to protect the pump station and gates. As part of our PM responsibilities, we prepared a detailed communication plan for our design team and the USACE M/E team, which outlined procedures for the coordination of activities and the transfer of information. The plan addressed scheduling, communication distribution structure, information collection and filing procedures, and a flow chart of personnel and project progression. Following receipt of the 35% design package, SWD engaged CERL/ERDC to complete additional hydrologic and hydraulic modeling and changed the acquisition strategy to Design-Build.

Print Close



**CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)**

INCOMPLETE-RATED **Architect-Engineer**

**Name/Address of Contractor:**

Vendor Name: MSMM ENGINEERING, LLC

Division Name:

Street: 4640 S CARROLLTON AVE SUITE 210-12

City: NEW ORLEANS

State: LA Zip: 701196051

Country: USA

CAGE Code: 6SKR5

Unique Entity ID (DUNS): 969989370 Unique Entity ID (SAM): NYLUL4Q5GYF6

Product/Service Code: C212 Principal NAICS Code: 541330

**Evaluation Type:** Final

**Contract Percent Complete:** 100

**Period of Performance Being Assessed:** 08/12/2019 - 09/30/2020

**Contract Number:** W9126G16D0017 W912P819F0215 **Business Sector & Sub-Sector:** Architect-Engineer

**Contracting Office:** W07V ENDIST N ORLEANS **Contracting Officer:** VERONICA GARNER-FLINT **Phone Number:** 5048621515

**Location of Work:**

Orange County, Texas

**Date Signed:** 08/14/2019 **Period of Performance Start Date:** 08/12/2019

**Est. Ultimate Completion Date/Last Date to Order:** 09/30/2020 **Estimated/Actual Completion Date:** 09/30/2020

**Funding Office ID:** W912P8

**Base and All Options Value :** $1,326,143 **Action Obligation:** $1,326,143

**Complexity:** High **Termination Type:** None

**Extent Competed:** Full and Open Competition after Exclusion of Sources **Type of Contract:** Firm Fixed Price

**Key Subcontractors and Effort Performed:**

**Unique Entity ID (DUNS):** **Unique Entity ID (SAM):**

**Effort:**

**Unique Entity ID (DUNS):** **Unique Entity ID (SAM):**

**Effort:**

**Unique Entity ID (DUNS):** **Unique Entity ID (SAM):**

**Effort:**

**Project Number:** OC - 01

**Project Title:**

Sabine to Galveston
Orange County
Cow Bayou Complex

**Contract Effort Description:**

The AE's effort for the complex was to do a 35% design for all features of the Cow Bayou pump station except for the mechanical and electrical disciplines. These disciplines include Civil, Structural and Architectural. The AE was also responsible for developing a cost estimate for the Pump Station, including the Mechanical and Electrical features that were provided by the government.

**Small Business Subcontracting:**

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

| Evaluation Areas | Past Rating | Rating |
|---|---|---|
| Quality: | N/A | Exceptional |
| Schedule: | N/A | Very Good |
| Cost Control: | N/A | Very Good |
| Management: | N/A | Exceptional |
| Small Business Subcontracting: | N/A | N/A |
| Regulatory Compliance: | N/A | N/A |
| Other Areas: | | |
| (1) : | | N/A |
| (2) : | | N/A |
| (3) : | | N/A |

**Variance** (Contract to Date):

Current Cost Variance (%): 0 Variance at Completion (%): 0

Current Schedule Variance (%):

**Assessing Official Comments:**

QUALITY: The AE consistently met all contract requirements and went above and beyond to ensure the success of the PDT.

On multiple occasions, the AE pointed out items required for the project before any other team member brought it up.

Also, in order to help the team visualize the project as a hole, the AE created multiple project renderings which was not part of his responsibility but did it to further the teams understanding of the project. The quality of these renders was exceptional and have been used in multiple project presentations.
The quality of the renderings allowed the government team to focus on the details on the project and saved the government time by not needing to create these renderings ourselves.
It was obvious that the AE performed their required QC but the quality of the product that was submitted.

SCHEDULE: The Contractor was able to work thru many slips in the schedule that were caused by the federal government. There were many items the AE could not work on without the input from the government. The Mechanical and Electrical team from USACE were responsible for developing the layout of the pump station and provide this information to the contractor, on multiple occasions, the government was late

getting the information to the the AE. On multiple occasions, the information provided to the AE had changed resulting in re-work on the part of the AE but the contractor's management team was able to bring the project back onto the aggressive schedule.
The AE's work products had to be taken and incorporated into an overall submission package, the AE was able to provide their work in time for the government to take their work and incorporated into the overall submission 35%

COST CONTROL: When this project first started the scope of work was not all that defined because the parameters of the work was evolving. Despite the vague status of the scope, the AE was able to stay within the budget with the exception of work that was required to be added as the scope became more defined, there were no price overruns on the project. The AE's proposals were very well thought out and their pricing came in fair and reasonable.
The funding for design of this project was very limited, the capacity needed to be borrowed from another district in order to get this team together. The amount of money that was available had a not to exceed number, the AE's team and experience was able to perform the necessary work on a limited budget and provide a quality product.

MANAGEMENT: The Contractor provided excellent management of the task order contract. There was very little turnover during this effort which allowed the team to work seamlessly from the beginning to the end of this contract.
The Contractor did an excellent job managing his staff and coordinating the work between the Government and the contractor. The contractor's work was highly dependent on government input. On multiple occasions the contractor was forced to make up schedule based on slips resulting from government delays. The contractor was able to manage his assets and successfully recover the schedule. Due to the complexity of the project, the contractor had to work with multiple government offices with multiple disciplines all over the country, the contractor was able to manage his assets to produce highly accurate plans and designs despite the geographical challenges.

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

**Name and Title of Assessing Official:**

Name: VERONICA GARNER-FLINT

Title: Contracting Officer

Organization: HQ USACE

Phone Number: (504) 862-1515 Email Address: veronica.garner-flint@usace.army.mil

Date: 01/19/2022

**Contractor Comments:**

**Name and Title of Contractor Representative:**

Name:

Title:

Phone Number: Email Address:

Date:

**Review by Reviewing Official:**

**Name and Title of Reviewing Official:**

Name:

Title:

Organization:

Phone Number: Email Address:

Date:

# ATTACHMENT 4-PAST PERFORMANCE ASSESSMENT WORKSHEET_DESIGN PROJECTS

**PAST PERFORMANCE ASSESSMENT WORKSHEET**
***(To be completed for each design project submitted for Past Performance )***

***DESIGN FIRM (OR IN-HOUSE DESIGN)*** ***PROJECT #*** W9126G20F0033

| | |
|---|---|
| Offeror (Design Firm): | MSMM Engineering, LLC |
| Project and Location: | 277K Levee Raise and Delta Pump Station; Dallas, TX |
| Was this project performed by the division or unit of the company submitting as the design firm for this MATOC solicitation? | Yes |
| Owner: | USACE Fort Worth District |
| Owner's Point of Contact for Reference: Donna Jones | Telephone: (817) 886-1056 |
| Estimated Construction Cost: $41M | Actual Construction Cost (if known): |

| Date of Award: | Original Design Completion Date: | Revised Design Completion Date: |
|---|---|---|
| 2019 | 2021 | |

Explain Time Growth, if any:

General Scope of Construction and Offeror's Role in Design:

MSMM was tasked to develop two stand-alone Design-Build (DB) RFPs as part of the Dallas Floodway System. The two DB RFP packages included 35% Plans, Technical Specs, and a DDR explaining the requirements of the Design-Build firm, a Summary of Work further explaining the project requirements and a MII construction cost estimate.

| Offeror's Role in Design (Self-Performed Work): | Extent and Type of Work You Subcontracted Out: |
|---|---|
| Design-Build Package RFP Development, Program and Project Management | 14%, Geotech, Cost Estimating |

Provide additional narrative to support relevancy assessment (in terms of scope, magnitude and complexity as compared to the scope of the RFP).

The 277K Levee Raise project scope consisted of civil design of the existing East and West Dallas floodway levees to raise them to meet a 277K CFS water surface elevation and new levee crest access roads. The levee raises occurred at 25 locations on over 41K feet of levee where the height is less than the required water surface elevation. Our team utilized the Trinity River HEC-RAS models to establish the water surface elevations at each levee station. The project also includes multiple bridge and levee interfaces that include structural bridge sealing plans along the East and West Levees. Additionally, the project included flattening of the levee side slopes to reduce erosion and provide ease of maintenance. The existing East and West levees have side slopes that were as steep as 2:8H:1V. The project will provide all side slopes flattened to 4H:1V along the entire length of the river side. Numerous sluice gate structures and other protective measures were designed to withstand the additional soil loads. The existing access and levee roads will be demolished as part of the raising/ flattening of the levees and will be rebuilt in the same location at a higher elevation.

Provide additional narrative to support relevancy assessment (in terms of scope, magnitude and complexity as compared to the scope of the RFP). (Continued)

Technical specifications utilizing Specs Intact were developed for temporary flood protection requirements, stormwater pollution prevention plan, and biological and archaeological monitoring requirements. A conceptual level MII construction cost estimate was also provided, reviewed by USACE during the DQC/ATR reviews, and updated for the final submission. The team responded to RFI's submitted during the bidding phase and provided all electronic and physical copies of the final edited submission to USACE.

The Delta Pump Station replacement project consists of a storm water pump station replacement of the high flow pumps and pump house, as well as reuse of the structural chamber. Two pumps and associated bearing lubrication equipment, valves, trash rack, and gates will be housed in the new building. A new electrical room has been incorporated into the building design to house the upgraded equipment, SCADA system and controls. The new Delta Pump House roof is designed to provide access panels for pump maintenance egress and ingress. The civil design accommodates a new debris collection area for small loaders and dump trucks. The trash rack on the high flow culvert will be replaced with a trash rack to dump on the new collection area. The low flow pump stairs will be removed and replaced. Site circulation was designed for access to the low flow stairs from the new collection area. Our team worked with the City of Dallas and Oncor to identify electrical equipment added on site to upgrade the electrical service.

The site security fencing and gates will be replaced to secure the site as well as lighting and security cameras. All existing facilities and structures will be demolished. Communication and electrical conduits, transformers, and conductors will be installed or reconnected for service, and coordinated with the City of Dallas. The access road from the pump house to the Canada Drive intersection will be replaced with a 25-foot concrete curb and gutter road. The concrete road is designed to drain to the swale south of the new road through curb openings connected to flume/outfall structures and slope protection. Erosion protection measures have been added at the outfall of the pump station. This is comprised of concrete apron and rock riprap.

United Facility Code criteria were followed for the development of the documentation, including UFC 3-201-1 for the Civil Engineering design, 1-200-01 for the design of the pump station building, and UFC 3-250-1 for the roadway and parking lot design. Other criteria utilized consisted of UFC 3-201-01, 3-410-01, and

Our team provided an independent value engineering study via a Virtual Platform. The workshop resulted in the development of Design Alternatives (some mutually inclusive) that were selected for incorporation into the design. There were also Design Suggestions that offered measures to simplify construction, provide various means for reducing costs (in these cases these savings are hard to quantify), improve the operational requirements for the facility, and reduce the construction duration. In total, 80 alternatives were developed for the two projects, identifying roughly $11M in cost savings. Following a review of the alternatives, $200K in cost avoidance was realized, including changing the Delta Pump Station project from a rehabilitation project to a replacement project.

Print Close

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**CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)**

**Architect-Engineer**

**Name/Address of Contractor:**

Vendor Name: MSMM ENGINEERING, LLC

Division Name:

Street: 4640 S CARROLLTON AVE SUITE 210-12

City: NEW ORLEANS

State: LA Zip: 701196051

Country: USA

CAGE Code:

Unique Entity ID (DUNS): 969989370 Unique Entity ID (SAM): NYLUL4Q5GYF6

Product/Service Code: C219 Principal NAICS Code: 541330

**Evaluation Type:** Interim

**Contract Percent Complete:** 83

**Period of Performance Being Assessed:** 11/19/2020 - 11/18/2021

**Contract Number:** W9126G16D0017 W9126G20F0033 **Business Sector & Sub-Sector:** Architect-Engineer

**Contracting Office:** US ARMY ENGINEER DISTRICT FT WORTH **Contracting Officer:** CARL S. OELSCHIG **Phone Number:** 817-886-1060

**Location of Work:**

Architect and Engineer Services for Design Build (DB) Requests for Proposal (RFPs) Development for Dallas Floodway 277K Levee Raise and Delta Pump Station Renovation

**Date Signed:** 11/22/2019 **Period of Performance Start Date:** 11/20/2019

**Est. Ultimate Completion Date/Last Date to Order:** 07/08/2022 **Estimated/Actual Completion Date:** 07/08/2022

**Funding Office ID:** 966501

**Base and All Options Value :** $1,282,703 **Action Obligation:** $1,282,703

**Complexity:** Medium **Termination Type:** None

**Extent Competed:** Full and Open Competition after Exclusion of Sources **Type of Contract:** Firm Fixed Price

**Key Subcontractors and Effort Performed:**

**Unique Entity ID (DUNS): Unique Entity ID (SAM):**

**Effort:**

**Unique Entity ID (DUNS): Unique Entity ID (SAM):**

**Effort:**

**Unique Entity ID (DUNS): Unique Entity ID (SAM):**

**Effort:**

**Project Number:**

**Project Title:**

Architect and Engineer Services for Design Build (DB) Requests for Proposal (RFPs) Development for Dallas Floodway 277K Levee Raise and Delta Pump Station Renovation

**Contract Effort Description:**

Architect and Engineer Services for Design Build (DB) Requests for Proposal (RFPs) Development for Dallas Floodway 277K Levee Raise and Delta Pump Station Renovation

**Small Business Subcontracting:**

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Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

| Evaluation Areas | Past Rating | Rating |
|---|---|---|
| Quality: | Satisfactory | Satisfactory |
| Schedule: | Satisfactory | Satisfactory |
| Cost Control: | Satisfactory | Satisfactory |
| Management: | Satisfactory | Satisfactory |
| Small Business Subcontracting: | N/A | N/A |
| Regulatory Compliance: | N/A | N/A |
| Other Areas: | | |
| (1) : | | N/A |
| (2) : | | N/A |
| (3) : | | N/A |

**Variance** (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

**Assessing Official Comments:**

QUALITY: The contractor is meeting task order requirements.

SCHEDULE: The contractor is meeting task order requirements.

COST CONTROL: The contractor is meeting task order requirements.

MANAGEMENT: The contractor is meeting task order requirements.

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

**Name and Title of Assessing Official:**

Name: JAMES WRIGHT

Title: Professional Engineer

Organization: CESWF-EC-AM

Phone Number: 817-886-1305 Email Address: james.wright@usace.army.mil

Date: 11/29/2021

**Contractor Comments:**

QUALITY: General comment here, but Design-Build RFP's are a new thing in Civil Works. The development of the 277K levee raise and side slope flattening Design-Build package was an efficient and seamless process that should deserve recognition given the uncertainty of the process from all parties. The package was put together quickly and out to the winning bidder with high quality and exceeding expectations.

SCHEDULE: As this project has been ongoing there have been several similar design-build projects proceeding (outside of our scope) that have impacted our submittal dates and review times. This has not had an impact on the overall submittals as our management team has worked directly with the PM and DM to accommodate the ongoing changes, and the ever changing review resources. Our team has stayed flexible to these changes and continued to work toward the common goal of submitting a design-build product that meets the USACE requirements.

COST CONTROL: Request the COR reach out to the Project Management and Design Management team to inquire about the money saved to the project. The Value Engineering study (conducted by our team) identified a large cost savings measure that has been implemented by the team. This suggestion was implemented, and resulted in the subsequent modification of rehabilitation of the Delta Pump Station scope to Delta Pump Station replacement. This is a large-scale action that resulted in USCE and the City of Dallas in wanting to move forward with modifying the task order to realize the cost saving identified.

MANAGEMENT: As this is a Design-Build RFP project, extensive management oversight has been required by our team to combine the specifications (some prepared by us and some by USACE), but to also organize the comment responses. Our PM has created a system to provide the USACE spec section with highlighted documents that show front-end comments that require a USACE response. Additionally, we have taken overarching comments that impact both A-E driven specs and USACE driven specs and show the USACE spec section how we have handled the responses, and areas in the specs where similar changes are needed in the front-end. This management approach helps ensure the overall project moves more efficiently and project documents are receiving the updates they require. Assisting and organizing the USACE spec developers, is above and beyond the scope of our task order.

ADDITIONAL/OTHER: The comments included in this rating are very General and do not seem to reflect that the COR coordinated this rating with the Project Management or Design Management team for this task order. The A-E team has remained extremely flexible in providing Design-Build deliverables to the District and for it being a new process, the 277K levee raise design-build RFP was put together efficiently in a very timely manner. Other actions documented in the comments here have occurred, and they exceed the base evaluation provided here within.

CONCURRENCE: I do not concur with this evaluation and request that it be reevaluated.

**Name and Title of Contractor Representative:**

Name: Joshua Carson

Title: Project Manager

Phone Number: 9375095974 Email Address: joshcarson@msmmeng.com

Date: 11/24/2021

**Review by Reviewing Official:**

The ratings provided accurately reflect the performance of the Contractor on this task order. Although the Contractor does not concur with the Satisfactory ratings on this RFP development, they did not provide justification as to how they exceeded the requirements of the contract.

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**Name and Title of Reviewing Official:**

Name: STEPHEN ATKINSON

Title: Chief, Professional Services Branch

Organization: USACE

Phone Number: 817-886-1645 Email Address: stephen.atkinson@usace.army.mil

Date: 12/29/2021

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# ATTACHMENT 4-PAST PERFORMANCE ASSESSMENT WORKSHEET_DESIGN PROJECTS

**PAST PERFORMANCE ASSESSMENT WORKSHEET**
***(To be completed for each design project submitted for Past Performance )***

***DESIGN FIRM (OR IN-HOUSE DESIGN)*** ***PROJECT #*** W912P813C0015

| | |
|---|---|
| Offeror (Design Firm): | MSMM Engineering, LLC |
| Project and Location: | Harahan Pump to the River; Jefferson Parish, LA |
| Was this project performed by the division or unit of the company submitting as the design firm for this MATOC solicitation? | Yes |
| Owner: | USACE Fort Worth District |
| Owner's Point of Contact for Reference: Durund Elzey | Telephone: (504) 862-2204 |
| Estimated Construction Cost: $45M | Actual Construction Cost (if known): $47M |

| Date of Award: | Original Design Completion Date: | Revised Design Completion Date: |
|---|---|---|
| 2012 | 2014 | 2016 |

Explain Time Growth, if any: Funding for project, Local Sponsor Coordination

General Scope of Construction and Offeror's Role in Design:
In March 2004 USACE completed a 533(d) report and environmental assessment for the Harahan Drainage Pump to the River project, thus paving the way for USACE and Jefferson Parish (non-Federal cost share sponsor) to move forward with implementation of this important federally funded SELA project. The Harahan Pump to the River project was a first of its kind in the area since it would pump stormwater from the surrounding area into the nearby Mississippi River in lieu of taking the 7-mile path north through drainage canals to the two pumping stations on Lake Pontchartrain.

| Offeror's Role in Design (Self-Performed Work): | Extent and Type of Work You Subcontracted Out: |
|---|---|
| Civil & Structural Design, DDR Development, P&S Development, Engineering Support During Advertisement, Engineering Support During Construction | 45%, Mechanical, Geotech, Supplemental H&H, Civil, Cost Estimating, Cost Engineering Using MCACES |

Provide additional narrative to support relevancy assessment (in terms of scope, magnitude and complexity as compared to the scope of the RFP).

The project was initially divided into two parts for the development of the DDR's. One DDR covered the 1,200 cfs drainage pump station, and the other addressed the remainder of the project including the 700-foot-long suction canal, 9,000-feet of three side-by-side 84-inch discharge pipes, Mississippi River levee pipe crossing, pile supported concrete discharge basin, and a 60-foot flood side shift of the Mississippi river levee. This second DDR was primarily completed by three of MSMM's current employees. After acceptance of the DDR's and preliminary design, the project was split into six design packages. These included the intake canal, pump station, three segments of discharge piping, and the final section (piping, levee crossing and discharge basin).

Our team completed the design packages for the intake canal, pump station, and 1st segment of the discharge piping. Several of MSMM's current employees including all principals, structural engineer, and lead CAD tech were the primary team members (including the designer of record) for the completion of the final design packages.

Provide additional narrative to support relevancy assessment (in terms of scope, magnitude and complexity as compared to the scope of the RFP). (Continued)

In all, the three phases designed by MSMM employees included the following constructed features: approximately 21,000-feet of buried 84” steel discharge piping; a 60-foot flood side shift of the Mississippi River levee; an above ground levee crossing for the three parallel 84” steel pipes supported on concrete bents with spread footings; and a 62-foot wide by 53-foot-long pile supported discharge basin located at the water’s edge of the Mississippi River. Additional design features included a combination of relocated and new subsurface drainage and ditches; approximately 4,500-feet of relocated waterline; two submersible pump stations strategically placed at low points to allow all of the 84” piping to be drained when not in use; removal and replacement of multiple concrete and asphalt roadways; development of a three phase traffic control plan for the open cut pipe crossing of the 4-lane Jefferson Highway (LA Highway 48); cathodic protection design for the buried steel pipes; and dolphin structures in the river to protect the discharge basin.

In addition to the services described above, our engineering team developed the real estate right-of-way drawings, ran pile group analysis, produced specifications, produced cost estimates in MCACES (MII), and provided engineering support during advertisement and engineering support during construction for the project. These responsibilities included attending the pre-construction conference, responding to the contractor’s requests for information and clarifications, reviewing submittals from the construction contractor; conducting routine site visits; and final inspection walkthroughs. EDC was done for all three construction projects.

The coordination effort was immense on this project and covered numerous agencies, organizations, and property owners. LDOTD: Much of the piping was to be in the median and beneath the future Dickory Avenue Extension. Additionally, an open cut installation of LA Highway 48 for installation of the discharge pipes required a complex 3-phase traffic control plan to be coordinated and implemented during construction. Entergy: Most of the pipes’ planned route was obstructed by several thousand feet of Entergy electrical distribution lines as well as a major transmission line that connected the east and west bank. The relocation of the towers and transmission line was a multiyear effort. Coordination was also required with USACE, Jefferson Parish, City of Harahan, local property owners, SLFPA-E, LA Department of Health, and the US Coast Guard.

NAVFAC / USACE Past Performance Questionnaire (PPQ)

Form PPQ -0 (9/30/11)

# NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

**CONTRACT INFORMATION (Contractor to complete Blocks 1-4)**

**1. Contractor Information**

Firm Name: MSMM Engineering, LLC

CAGE Code: 6SKR5

UEI Number: NYLUL4Q5GYF6

Address: 4640 S Carrollton Avenue, Suite 220,New Orleans, LA 70119

Phone Number: 504-570-6098

Email Address: mmardia@msmmeng.com

Point of Contact: Manish Mardia

Contact Phone Number: 504-559-1897

**2. Work Performed as:** ☑ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain)

Percent of project work performed: 55%

If subcontractor, who was the prime (Name/Phone #):

**3. Contract Information**

Contract Number: W912P808D0002

Delivery/Task Order Number (if applicable): W912P813C0015

Contract Type: ☑ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):

Contract Title: Southeast Louisiana Urban Flood Control – Harahan Pump to the River

Contract Location: Jefferson Parish, LA

Award Date (mm/dd/yy): 06/15/12

Contract Completion Date (mm/dd/yy): 04/16/18

Actual Completion Date (mm/dd/yy): 04/16/18

Explain Differences:

Original Contract Price (Award Amount): $1,800,000

Final Contract Price (*to include all modifications, if applicable*): $1,800,000

Explain Differences:

**4. Project Description:**

Complexity of Work ☑ High ☐ Med ☐ Routine

How is this project relevant to project of submission? (*Please provide details such as similar equipment, requirements, conditions, etc.*) Navigation structures, levees, pump stations

**CLIENT INFORMATION (Client to complete Blocks 5-8)**

**5. Client Information**

Name: Durwood Eltzy

Title: Deputy Chief PPMD

Phone Number: 504 862 2204

Email Address: durwood.eltzy@usace.army.mil

**6. Describe the client's role in the project:** MSMM secured as the designer of record for the subject project

**7. Date Questionnaire was completed** (mm/dd/yy): 9/28/23

**8. Client's Signature:**

**NOTE:** NAVFAC/USACE requests that the client completes this questionnaire and submits directly back to the offeror. The offeror will submit the completed questionnaire to USACE with their proposal, and may duplicate this questionnaire for future submission on USACE solicitations. Clients are highly encouraged to submit questionnaires directly to the offeror. However, questionnaires may be submitted directly to USACE. Please contact the offeror for USACE POC information. The Government reserves the right to verify any and all information on this form.

## NAVFAC / USACE Past Performance Questionnaire (PPQ)

Form PPQ -0 (9/30/11)

*ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE*

| RATING | DEFINITION | NOTE |
|---|---|---|
| **(E) Exceptional** | Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective. | An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified. |
| **(VG) Very Good** | Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. | A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified. |
| **(S) Satisfactory** | Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. | A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract. |
| **(M) Marginal** | Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. | A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner. |
| **(U) Unsatisfactory** | Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective. | An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. |
| **(N) Not Applicable** | No information or did not apply to your contract | Rating will be neither positive nor negative. |

## NAVFAC / USACE Past Performance Questionnaire (PPQ)

Form PPQ -0 (9/30/11)

# TO BE COMPLETED BY CLIENT

| PLEASE SELECT THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE. | |
|---|---|
| **1. QUALITY** | |
| a) Quality of technical data/report preparation efforts | E VG S M U N |
| b) Ability to meet quality standards specified for technical performance | E VG S M U N |
| c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance | E VG S M U N |
| d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance) | E VG S M U N |
| **2. SCHEDULE/TIMELINESS OF PERFORMANCE** | |
| a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)* | E VG S M U N |
| b) Rate the contractor's use of available resources to accomplish tasks identified in the contract | E VG S M U N |
| **3. CUSTOMER SATISFACTION** | |
| a) To what extent were the end users satisfied with the project? | E VG S M U N |
| b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication) | E VG S M U N |
| c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer? | E VG S M U N |
| d) Overall customer satisfaction | E VG S M U N |
| **4. MANAGEMENT/ PERSONNEL/LABOR** | |
| a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force? | E VG S M U N |
| b) Ability to hire, apply, and retain a qualified workforce to this effort | E VG S M U N |
| c) Government Property Control | E VG S M U N |
| d) Knowledge/expertise demonstrated by contractor personnel | E VG S M U N |
| e) Utilization of Small Business concerns | E VG S M U N |
| f) Ability to simultaneously manage multiple projects with multiple disciplines | E VG S M U N |
| g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes | E VG S M U N |
| h) Effectiveness of overall management (including ability to effectively lead, manage and control the program) | E VG S M U N |
| **5. COST/FINANCIAL MANAGEMENT** | |
| a) Ability to meet the terms and conditions within the contractually agreed price(s)? | E VG S M U N |

## NAVFAC / USACE Past Performance Questionnaire (PPQ)

Form PPQ -0 (9/30/11)

| | |
|---|---|
| b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client | E VG S M U N |
| c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns) | E VG S M U N |
| d) Is the Contractor's accounting system adequate for management and tracking of costs? *If no, please explain in Remarks section.* | Yes No |
| e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? *Indicate if show cause or cure notices were issued, or any default action in comment section below.* | Yes No |
| f) Have there been any indications that the contractor has had any financial problems? *If yes, please explain below.* | Yes No |
| **6. SAFETY/SECURITY** | |
| a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.) | E VG S M U N |
| b) Contractor complied with all security requirements for the project and personnel security requirements. | E VG S M U N |
| **7. GENERAL** | |
| a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues). | E VG S M U N |
| b) Compliance with contractual terms/provisions *(explain if specific issues)* | E VG S M U N |
| c) Would you hire or work with this firm again? *(If no, please explain below)* | Yes No |
| d) In summary, provide an overall rating for the work performed by this contractor. | E VG S M U N |

**Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk** *(please attach additional pages if necessary)*:

The Harahan Pump to the river was a complex project with local sponsors and various stakeholders. MSMM brought in team which provided excellent services and problem resolutions. During the construction they identified quick solutions to any issues. MSMM worked well with their team and USACE, and we met the schedule on time. Overall quality and communication was excellent and would recommend working with them.

## SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE
## in the Delivery of Civil Works projects

Team Bond recognizes the importance of effective delivery of Civil Works projects in close collaboration with Memphis District and appreciates that several key measures are required to ensure effective delivery. While not an exhaustive list, a few key areas are discussed below to touch on QC and those professional services required to effectively deliver a Civil Works project.

### Quality Control Plan

Team Bond's plan for quality management takes the approach that all deliverables should be considered "polished" and important work products regardless of their position as initial, interim or truly final submittals. Quality control means that technical review occurs at key stages throughout the project, from initial planning to the client deliverable. This includes recognizing that discussions must be held before and during project execution to discuss the appropriate quality processes for the task order based on the areas critical to MVM. Both the design and construction teams within Team Bond will work closely with MVM to ensure that all reviews are in compliance with ER 1165-2-217, as Team Bonds members have accomplished with previous USACE partners.

All activities completed under the pending contract will comply with USACE quality policies and procedures. Our team employs the Plan-Do-Check-Act Cycle, aka the Deming Cycle, to manage our teams' activities and seek continual improvement of our processes and deliverables. This cycle begins with a Project Management Plan (PMP), inclusive of developing a Review Plan in coordination with MVM that acts as a guide throughout the entirety of the project. *For a further explanation of our Project Management Plan, please refer to* ***Tab D – Organization/Management Team.***

Quality Control is one of the highest priorities when it comes to implementing a successful project (along with safety, budget, and schedule). That is why we create project-specific QCP's for every single task order, tailoring each one to the unique needs of the project and District. Though we will be consistently implementing the processes and regulations mentioned above, we recognize that every project must be scaled differently according to budget, schedule, size, and other alternating factors.

A key component of deciding quality management processes lies in initial discussions with the client, where we discuss appropriate quality processes based on project areas critical to the client. Throughout any task order, we prioritize effective communications between our management team, staff, and the client. This ongoing communication allows contract and task order managers to be directly involved in technical decisions that affect task order completion (e.g., methodologies, assumptions, conclusions, and areas requiring additional review). These communications are essential in scaling processes correctly and achieving contract milestones promptly.

To ensure that these discussions and processes are executed efficiently, our two Program Managers – Donald Bond of Donald Bond Construction and Mark Wingate, P.E., of MSMM Engineering – will oversee all activities on both the construction and design sides. (*For a further explanation of our Program Management Philosophy please refer to* ***Tab D – Organization/Management Team.)*** Two additional senior leaders will be appointed to lead Safety and Quality measures, *please refer to Tab D for further explanation*. Our Safety Officer,

MSMM ENGINEERING, LLC

Quality Assurance Checklist
Design Projects

Project Name:
Sub-consultant Name:
Project Status/Phase:
Date:

| YES | NO* | N/A* | * = ATTACH EXPLANATION |
|---|---|---|---|
| ☐ | ☐ | ☐ | 1. Design calculations have been checked and back checked |
| ☐ | ☐ | ☐ | 2. Geometry calculations have been checked and back checked |
| ☐ | ☐ | ☐ | 3. Computer program input has been checked and results have been determined to be reasonable |
| ☐ | ☐ | ☐ | 4. Quantity estimates have been checked |
| ☐ | ☐ | ☐ | 5. Engineer's estimate has been checked |
| ☐ | ☐ | ☐ | 6. Pay items have been reviewed to ensure that all work is included |
| ☐ | ☐ | ☐ | 7. Specifications have been reviewed |
| ☐ | ☐ | ☐ | 8. Designers have checked plan sheets |
| ☐ | ☐ | ☐ | 9. Plan details and specifications have been checked for conformance with client standard details and specifications |
| ☐ | ☐ | ☐ | 10. Plan details and specifications have been coordinated with design calculations |
| ☐ | ☐ | ☐ | 11. Drawing layout, preparation, and CADD standards meet current client specifications |
| ☐ | ☐ | ☐ | 12. Designers have checked interdisciplinary interfaces |
| ☐ | ☐ | ☐ | 13. Discipline Leaders, Project Engineer, and Project Manager have verified design coordination |
| ☐ | ☐ | ☐ | 14. Utility coordination is complete and details comply with standards |
| ☐ | ☐ | ☐ | 15. Constructability review has been made |
| ☐ | ☐ | ☐ | 16. Design has been coordinated with adjacent construction or abutting facilities |
| ☐ | ☐ | ☐ | 17. Technical Policy review has been made |
| ☐ | ☐ | ☐ | 18. Permit and Agency Sign offs have been obtained (as applicable) |
| ☐ | ☐ | ☐ | 19. Client's comments have been addressed |
| ☐ | ☐ | ☐ | 20. Client and MSMM QA/QC requirements have been satisfied |

Project Manager Signature Date

*MSMM's Quality Assurance Checklist for Design Projects*

Cindy Bond, will communicate the importance of safety on a regular basis, ensuring that hazard analyses and risk identification are consistently performed to prevent accidents. Our Quality Officer, Scott Chehardy, P.E., will oversee all Quality Control measures to ensure that they are planned and executed to the satisfaction of all involved parties. This team, inclusive of design and construction staff, will provide a comprehensive review strategy (DQC, ATR, IEPR, SAR, etc, in coordination with MVM) for our deliverables, decisions, and implementation throughout the life of the project.

Another key component of a successful Quality Control Plan is documentation. All records, final and revised documents, and information relating to the performance of the project are preserved. This includes field reports, receipts, manifests, contracts, bills of lading, designs, correspondence, and other documents produced during the work.

Team Bond's Quality Control Plan will cover all activities from in-house to investigations to construction. Specific to these activities, please see the below key areas of specialized experience and technical competence.

1. **Site Exploration, Surveying, Geotechnical Investigations, and Reports**

Our combined A-E team, comprised of MSMM Engineering LLC, Athena Geosyntec JV, Chustz Surveying, Neel-Schaffer Inc, and Maptech Inc, has vast experience conducting field activities for USACE, giving us the benefit of a team that is familiar with the necessary processes and regulations. Our field investigation team members have worked on a variety of projects across different business lines including flood risk management, navigation, ecosystem restoration, and environmental remediation. For USACE, our team has accomplished countless projects for multiple USACE districts that involved site exploration, surveying, geotechnical investigations, and reports. We also understand that field services such as surveys and geotechnical exploration require the use of equipment that relies on favorable field conditions and a quick response time to maintain project schedules. Our team stands fully prepared to offer MVM these resources.

*3D LiDAR Survey Completed by MSMM Survey Team Members*

**Survey**

One of our primary survey partners, Maptech, Inc., is headquartered in Mississippi and has extensive experience providing land surveying for USACE across Southern districts. With the help of Maptech, Inc. and Chustz Surveying, we are able to offer thirteen fully staffed and equipped survey crews, who specialize in all facets of surveying. This includes detailed GPS and conventional topographic surveying and mapping; subsurface utility engineering that includes locating underground utilities in highly congested areas to CI/ASCE 38-02 standards using geophysical tools including ground penetrating radar; boundary surveying of private and public lands; photogrammetric control surveys; right-of-way and pipeline surveys; 3D modeling; legal descriptions and plats; flood studies; and CADD services.

Our team members provide comprehensive surveying services using advanced technologies such as GPS, LiDAR, and drone-based photogrammetry. These methods ensure precise topographical mapping and accurate data collection essential for site planning and design. Our team's services and deliverables involving field activities include project property maps; individual parcel plats; legal descriptions for various types of legal conveyances; acquisition (appraisal) maps; surveys of existing right-of-way; conservation easement surveys; eminent domain surveys; expert witness testimony; quality assurance; and multi-beam hydrographic survey support. We also offer the capabilities of our LiDAR-equipped DJI Matrice 600 Pro drone that provides real

*MSMM's Team Members Performing Surveying Services*

time 3D LiDAR surveying services. Our surveying team includes four UAS-certified drone pilots, trained in the use of the LiDAR drone. All of our team members USACE projects have been compliant with the required manuals, including EM 1110-1-1005, EM 1110-1-1003, and EM 1110-2-1003.

**Geotechnical Investigations**

Our primary geotechnical investigations partner, Athena Geosyntec, JV, has been a prime contract holder for USACE, the U.S. Army, U.S. Navy, and NASA. They are well versed in conducting thorough geotechnical investigations to assess subsurface conditions. This includes soil sampling, borehole drilling, standard penetration tests (SPT), cone penetration tests (CPT), and geophysical surveys. These investigations are critical for understanding soil properties, groundwater conditions, and potential geohazards. All of our team member's geotechnical investigations are performed in compliance with the applicable/required manuals, including EM's as EM 1110-1-1804, EM 1110-1-1904, EM 1110-1-1905, EM 1110-1-2908, EM 1110-2-1901, EM 1110-2-1902, EM 1110-2-1906, EM 1110-2-1908, EM 1110-2-1913, EM 1110-2-1914, EM 1110-2-2002, EM 1110-2-2007, EM 1110-2-2100, EM 1110-2-2200, EM 1110-2-2300, EM 1110-2-2502, EM 1110-2-2503, EM 1110-2-2607, EM 1110-2-2906, EM 1110-2-3506, EM 1110-2-5025, and more.

The team specializes in installing and monitoring geotechnical instruments such as piezometers, inclinometers, and settlement plates. These instruments help in real-time monitoring of soil and structure behavior, which is crucial for assessing stability and performance. Our team of engineers and geologists analyze the collected data to interpret subsurface conditions accurately. This analysis supports the design of foundations, retaining structures, and other geotechnical features. We consistently prepare detailed geotechnical reports that document the findings of our investigations, including site conditions, data analysis, and recommendations for design and construction. The reports are prepared in accordance with industry standards such as SATM and are tailored to meet the specific needs of each project.

2. **Hydrology and Hydraulics**

Team Bond's individual team members have provided extensive H&H services to USACE (including USACE Memphis and Vicksburg Districts), NRCS, and FEMA for the design of pump stations and other hydraulic structures. Our H&H experts have years of experience in delivering successful Federal projects involving H&H design, analysis, and review, as well as utilizing the latest engineering software to perform H&H modeling. Team Bond is able to provide one dimensional and two-dimensional models completed by experts in hydraulic and hydrologic modeling who are well versed in both standard and innovative modeling approaches.

Within water resources, we have experts in watershed assessments, hydrologic and hydraulic modeling, bridge and highway hydraulic design, stream restoration, coastal engineering, scour assessments, FEMA analysis, and project management. Our partnering firm, Neel-Schaffer, boasts a strong local presence across the Mississippi River watershed, which is complemented by their capacity to serve as a conduit to local technical experts and professional water resource personnel.

Our team is trained in the latest and most innovative techniques and software in the field of H&H modeling and design. These include:

- SMS/SRH-2D
- Delft3D
- HEC-RAS 1D/2D
- CivilStorm/StormCAD/ORD Drainage and Utilities
- PCSWMM
- FHWA Hydraulic Toolbox
- HY-8
- HEC-HMS
- Bentley Haestad (Pondpack, Storm Cad Connect V8i)
- Bentley Haestad HEC-RAS 5.0
- HEC-GeoHMS
- HEC-GeoRAS
- RiverCAD
- SRH-2D
- TR 20
- TR 55

***Indefinite Delivery Contract for the Memphis District for Hydrologic/Hydraulic Services***
Neel-Schaffer was hired by the Memphis District to perform work involving various hydrologic and hydraulic engineering projects. This work primarily took place in southeastern Arkansas and included a navigation study on the White River, development of hydraulic models for St. Francis Floodway, and flood protection for Helena. HEC-1 and HEC-RAS were used extensively by our teaming engineers on these task orders.

***Government Ditch Watersheds – Supplemental Watershed Project Plan, Environmental Analysis, and Design, Coahoma County, MS***
Our team members were contracted to prepare a Supplemental Watershed Project Plan in an effort to decrease localized flooding within the watershed, improve water quality by reducing sediment loads downstream of the ditch, and reduce erosion and agricultural land loss along the portion of Government Ditch between the confluence and Old Highway 49. The project included Hydrologic and Hydraulic analysis using HEC-HMS and HEC-RAS 2D, as well as evaluation of existing conditions and inventory of watershed conditions. The following phases included formulation and evaluation of alternatives, preparation of a Watershed Plan-Environmental Assessment, and development of plans and specifications for design.

***USACE Dallas Floodway Extension Recreation Design, Dallas, TX***
MSMM was tasked by USACE Fort Worth District to provide full engineering services for various recreational, roadway, and bridge features in this South Dallas public park. MSMM utilized HEC-RAS to perform H&H modeling of the Trinity River to help aid in the bridge design process. The hydraulic models were analyzed under existing and proposed conditions through the project area. One model was developed for analysis of the 2, 5, 10, 25, 50, and 100-year storm events and a second model was developed for analysis of the 500-year and Standard Project Flood (SPF) events. The generated water surface elevations (WSELs) from the models were reviewed to identify any potential changes or impacts to the flooding conditions through the project area as a result of the proposed construction of the Trinity River Pedestrian Bridge.

*Dallas Floodway Bridge Designed by MSMM for USACE Ft. Worth District*

***USACE Silver Jackets Program Support; Water Resource Master Plan and Watershed Analysis***
MSMM developed a Watershed Master Plan for Jefferson Parish as part of USACE's Silver Jackets program. The Silver Jackets program allowed us the dual opportunities of assisting parish leadership in developing strategies to prepare a safer drainage system and assisting parish residents in lowering their flood insurance rates. Our team was responsible for reviewing previous hydrologic and hydraulic models, performing new modeling to validate designed rainfall runoff retention rates, deriving watershed behavior, assessing the impacts of multiple rainfall/storm events in specific areas, and developing a subset of non-structural mitigation actions that were promoted within specific regions of the Louisiana Watershed Initiative. The hydrograph modeling approach was based on EPA SWMM models which were developed from HEC HMS models and HEC RAS models.

***USACE Southern University Ravine and Riverbank Instability Technical Assessment***
MSMM led a Planning Assistance to States (PAS) project to develop a framework of alternatives to address life safety issues plaguing the Southern University Baton Rouge Campus. For this project, we developed a Hydrographic and Hydraulic Analysis to identify overland flow patterns and analyze flow paths into the ravine. Based on this analysis, a HEC-RAS model was developed, determining flow stage and velocity parameters. Because of the interrelationship of the Mississippi River, groundwater, and bank stability, our team recommended establishing water table and groundwater movement

*Southern University Campus Drainage Assessed by MSMM*

monitoring instrumentation. Hydrographic and topographic surveys were also conducted, presenting a comprehensive idea of the erosive forces, temporal factors, and operational factors that would design features for the embankment.

### 3. Structural Design

Team Bond has completed numerous structural design projects for USACE, ranging from floodwalls to pump stations, wastewater treatment plants, and culverts. In fact, as a lead design firm in USACE's Environmental Infrastructure program, our team has primed for a handful of large-scale pump station and wastewater treatment plant projects across the Southern region. All of our structural projects have been in total compliance with the required engineering manuals, regulations, circulars, pamphlets, and technical letters, including EM 1110-2-2000, EM 1110-2-2100, EM 1110-2-2104, ER 1110-2-1150, ETL 1110-2-584, EM 1110-2-2502, and EM 1110-2-2906. Though these manuals are only required for USACE projects, our structural engineers use them as guidelines in all projects, both federal and non-federal.

**Concrete Structures**
Our team has ample experience in the design and management of concrete structures. Our past services for concrete structures have included conducting investigations and feasibility studies, preparing plans and specifications, and providing construction phase services inclusive of Engineering During Construction (EDC) and Engineering During Advertisement (EDA).

***Weirs/Grade Control Structures (GCS) in Vicksburg and Mobile Districts***
Our team members at Neel-Schaffer provided designs for 28 main channel GCSs for the Vicksburg and Mobile Districts and the NRCS. This included 16 low-drop structures with sheet pile weirs and riprap stilling basins and bank protection. It also included 11 reinforced concrete high-drop structures. The other GCSs were chute type structures constructed with sheet pile weirs and walls and reinforced concrete floors. Our partners also designed numerous riser pipe GCSs for the USACE as part of channel improvement or main channel GCS projects. For instance, the firm designed seven miles of channel improvements in the Richland Creek Watershed in central Mississippi. This project included approximately 60 riser pipe GCSs to prevent or control erosion of tributaries.

*Low-Drop Structure Designed by MSMM Team Members*

**Hydraulic Structures** – Team Bond has designed a number of hydraulic structures for USACE and other Federal clients. Our team members have been the prime on multiple projects which involved lift gates, dams, pumping plants, flood protection walls, and other hydraulic structures.

***New Orleans International Airport Drainage Pump Station – New Orleans Aviation Board***
MSMM completed full investigation, analysis, and design for a new 600 CFS stormwater drainage pump station and for all landside drainage as part of constructing a new terminal at the New Orleans International Airport. The project involved discharging stormwater over a hurricane protection flood wall, through the construction of 4,000 ft. of 60" steel discharge pipes. This required detailed structural design of sheet pile cutoff walls, steel sheet pile temporary retaining structure (TRS); buttress; pipe bents; cofferdam and walers; intake channel and reinforced box culvert; pipe supports; pipe sleeves in flood wall; and a discharge basin. MSMM performed 100% of the design services for this project. Our engineers performed all of the civil/structural site work design inclusive of earthwork and site layout, performed engineering design support during construction inclusive of coordination with the

*Drainage Pump Station Discharge Basin Designed by MSMM*

construction contractor, performed the hydrologic and hydraulic modeling (UNET, SWMM), and developed all plans and specs.

**Conduits, Culverts, and Pipes** – Our team has experience in every stage of A-E service for conduits, culverts, and pipes, including design, cost estimating, construction management, H&H, and report development.

***Farmsite Road Canal Crossing Culvert Replacement***
MSMM performed civil and structural design (including schematic, preliminary, and final design), hydraulic modeling, survey services, and construction management for the replacement of an undersized culvert at Farmsite Road and Green Avenue Canal in Violet, La. We developed a hydraulic analysis of the location including analysis of existing canal flows, existing culvert configuration flows, and optimum flow allowances to account for a large watershed event. Following the completion of the hydraulic analysis, our team provided updated information to FEMA for refinement of the project worksheet and used the hydraulic data to determine which Arch Culvert bridge system was the most applicable to design. We then designed the pre-cast Arch Culvert bridge replacement, which was approved by FEMA. The design included pile supported foundations, coordination with the arch culvert manufacturer, an 8" water line replacement, miscellaneous roadway drainage improvements, bituminous roadway replacement, sidewalks, guardrail, slope protection, hand railing, fencing, and incidental pavements. We continued to provide construction management and engineering during construction.

*Farmsite Arch Culvert Bridge Designed by MSMM*

***Memphis and Vicksburg District Gated Culverts/Drainage Structures***
Our partnering firm, Neel-Schaffer, has significant experience designing gated structures for flood control in MVM and MVK. They provided designs for four gated culvert replacement projects through levees on the Mississippi River System for the Memphis District, as well as designing four similar projects for the Vicksburg District. Neel-Schaffer designed a 148-foot wide gated concrete spillway structure for Reelfoot Lake in Lake County, TN, which provided for six 20-foot bays with mechanically/electrically operated vertical lift gates and a pre-cast/pre-stressed concrete bridge spanning the spillway. They also performed hydrology, hydraulics, design reports, plans and specifications, and cost estimates for a water supply/floodwater retarding dam with gated drainage structure on White's Creek Watershed for NRCS in Webster County, MS. For Vicksburg District, our partnering team member provided civil, hydraulic, structural, electrical, and mechanical design for an Alligator-Catfish Bayou Water Control Structure. This structure is a 250-foot long reinforced concrete, triple cell, gated drainage structure in LeFlore County, MS. Mechanical and electrical features for this project included three 12-foot by 16-foot roller gates, with a 25-foot unseating head, a 12-foot by 16-foot steel bulkhead, and 12-foot wood stoplogs.

### 4. Geotechnical Engineering and Design

Team Bond offers a geotechnical team that encompasses 2,200+ engineers, scientists, and related technical and project support personnel with design, permitting, construction, and long-term management of civil sites project experience.

***USACE Tulsa District IDIQ for Geotechnical and Dam Safety Evaluations and Inspections***
***Task Order 3: Confined Disposal Facilities (CDFs) for McClellan Kerr Arkansas River Navigation System (MKARNS)***
This task order from Athena's On-Call Geotechnical IDIQ with the USACE Tulsa District IDIQ involved geotechnical and geomorphological investigations and site survey for six Confined Disposal Facilities (CDF) along the McClellan Kerr Arkansas River Navigation System (MKARNS). The existing facilities are

approaching capacity and feasibility studies are being performed for these locations for potential development. The six proposed CDF sites are located along the Verdigris and Arkansas River near Tulsa and Muskogee, OK. Geotechnical design approach was performed in accordance with Engineering Manual "EM 1110-2-5025 Dredging and Dredge Material Management" and "EM 1110-1-1804 Geotechnical Investigations".
The scope included:

- **Geotechnical and Geomorphological Explorations –** The explorations consisted of drilling 37 hollow stem auger borings and 37 direct push borings within the limits of the proposed CDF's. Boring depths ranged from 30 feet to 50 feet.

- **Geotechnical Laboratory Testing –** Laboratory testing consisted of Atterberg limits, grain size and hydrometer analyses, moisture content, specific gravity, pH, soil resistivity, loss on ignition, consolidation undrained and unconsolidated undrained triaxial shear, hydraulic conductivity, 1-dimensional consolidation, direct shear, modified Proctor, shrink/swell, chloride and sulfate ion content determination, and sample remolding.

- **Geomorphological Laboratory Testing –** Laboratory testing consisted of Multi-Sensor Core Logging (MSCL), X-Ray and Computed Tomography (CT), Optically Stimulated Luminescence (OSL), Granulometry Measurements, Radiocarbon age/activity via AMS, and Oxidation Reduction Potential (ORP).

- **Geotechnical Design –** Geotechnical design included seepage analysis, slope stability analysis, settlement calculation and liquefaction analysis using GeoStudio 2023's Seep/W, Slope/W and Sigma/W and GeoLogismiki's LiqSVs 2.0. Geotechnical reports were prepared for each CDF providing recommendations for designing and constructing the berms and weir structures. Specifically, recommendations were provided for the use of locally available material, minimum slope ratio for slope stability, settlement and deformation recommendations for the berm foundation material, earthwork, shallow and deep foundations, seismic considerations, lateral earth pressures, corrosivity and earthen retaining walls. In some cases, the critical gradient exceeded the allowable exit gradient, in these instances, cutoff walls, blanket and chimney drains and modifications to the proposed site grading were analyzed. Excessive settlement due to dredge soil placement within the CDF was determined and as such deep foundation systems were analyzed including L-Pile parameters, rock bearing capacity, and downdrag in accordance with the Neutral Plane method. Drilled shaft analyses were performed using SHAFT by ENSOFT. Differential settlement was analyzed by deriving the settlement at the center and toe of the proposed berm as well as at the center and corner of the proposed weir structure foundations. Subgrade reaction moduli were determined based on the proposed geotechnical bearing capacity and the anticipated settlement for mat foundations. Historic topographic mapping and aerial images were reviewed to better analyze the current and past site conditions.

- **Geomorphological Report** – Our team member provided geomorphological reports including descriptions and illustrations of soils and soil properties, spatial and temporal relationships of the data, cross-sections portraying buried surface depths, ages and subsurface relationships, maps illustrations and photos summarizing findings at each CDF site and raw data presented in appendices.

***IDIQ AE Services to Support Headquarters and the Risk Management Center on Dam and Levee Safety Projects within the U.S. Army Corps of Engineers Civil Works Mission Boundaries***
Under three consecutive $5 million IDIQ contracts with the USACE Risk Management Center (RMC) for Dam and Levee Safety, Athena is providing A/E Services for Dam and Levee Safety Engineering, Risk Analysis, Technical Reviews, and other Support Activities for RMC Dam and Levee Safety programs. Over the past eight years, Athena has performed 22 task orders for the RMC under this program at dam and levee locations from Hawaii to Pennsylvania to Florida. Services provided include Structural, Geotechnical, Hydraulic, Civil, Construction Management, Mechanical, and Electrical Engineers to perform Type II Independent External

Peer Review/Safety Assurance Review (IEPR/SAR) to analyze the adequacy and acceptability of economic, engineering, and environmental methods, models, data and analyses for repairs and new construction of dams and levees. In addition to the many IEPRs Athena has conducted over the years for the RMC, they have also conducted a site-specific seismic hazard analysis for Lower Columbia River Dams, including the Bonneville, The Dalles, and John Day. USACE also requested that Athena perform probabilistic seismic hazard analyses (PSHA) and deterministic seismic hazard analyses (DSHA) and develop response spectra and spectra-compatible time histories. The risk assessments required seismic loading information to help identify and characterize various potential failure modes (PFM) due to strong earthquake ground shaking at these facilities, including embankment stability, settlement or differential deformation, concrete-structure stability (e.g., spillway gates, spillway walls), liquefaction of foundation and/or embankment materials, and other PFM during seismic loading.

# VOLUME 1, TAB C – FACTOR 2 – CONSTRUCTION EXECUTION APPROACH:

## 1) Construction Execution Approach Summary

**a) Understanding of the process to adequately address and anticipate both the benefits and risks associated with Design-Build projects for U.S. Army Corps of Engineers or other DoD component.**

The Design-Build (D-B) project delivery method is being considered for greater use by the U.S. Army Corps of Engineers (USACE) and other Department of Defense (DoD) components to enhance project efficiency, reduce costs, and expedite completion. Understanding the process to adequately address and anticipate the benefits and risks associated with D-B projects involves a multifaceted approach that considers planning, execution, communication, and management phases. Team Bond has experience with D-B projects and can support MVM with navigating the complexities of D-B projects to deliver optimal outcomes. Team Bond's goal is to share lessons learned and best practices with MVM team members as we advance through the subject contract.

One of the primary benefits of D-B projects is the integration of design and construction services under a single contract. This integrated contract fosters better communication and collaboration, underpinned by trust, between the design and construction teams and the client/owner (USACE), leading to improved project efficiency and innovation. For USACE projects, this can result in faster delivery times and less administrative burden, as there is only one point of contact and one contract to manage. Additionally, involving the construction team early in the design phase helps identify and address potential issues before they become costly problems, leading to more accurate budgeting and forecasting while minimizing project risks, including cost overruns. The single contract nature of D-B projects also reduces legal risks and disputes, as responsibility for both design and construction lies with one entity.

Despite its benefits, the D-B method also presents certain risks that must be adequately anticipated and managed. One of the primary risks is the potential for reduced quality control due to potential conflict of interest. With the design and construction functions combined, there can be a temptation for the construction contractor to pressure the engineer to prioritize cost savings and speed over quality. Unlike the Design-Bid-Build method, the engineer in a Design-Build contract may have a financial incentive to allow the construction contractor to cut corners. If the construction contractor cuts corners, this could lead to non-compliance with design standards, ultimately compromising the project's integrity, functionality, resiliency, and longevity. The complexity of D-B contracts can also lead to misunderstandings and disputes over scope and performance standards if not clearly articulated and managed.

We included the table below to showcase what we believe to be the potential pros and cons of a typical DB project delivery method from an article by Nicolle W., which can be found on linkedin.com, "Alternative Project Delivery Methods in Construction – Design Build" - 2021. We also understand these pros and cons can fluctuate based on project dependent.

| PROGRESSIVE / SINGLE PHASE DESIGN-BUILD | | |
|---|---|---|
| **ENTITY** | **PROS** | **CONS** |
| OWNER AGENCY | Single procurement for designer & builder combined.<br><br>Single contract with Design-Builder (the contractor), single source of responsibility. | Loses direct control of designer since designer works for contractor.<br><br>Because the contractor is in the driver's seat, materials/finishes quality might suffer when |

| | | |
|---|---|---|
| | Design-builder owns most of the risk, not the owner. The designer works for the contractor, so Spearin Doctrine technically doesn't apply.<br><br>Shortest duration delivery method.<br><br>Easier to keep the project within budget<br><br>GMP — maximum price known before construction starts.<br><br>Subcontractors do NOT have to be selected based on lowest price, so if the owner has prior bad experience with a specific sub they can skip to the next lowest bidder.<br><br>Open Book.<br><br>Collaborative | maintaining the budget unless the owner prioritizes quality.<br><br>It requires more up-front involvement and more rapid decision-making.<br><br>Requires knowledge of state statutes to manage properly. |
| CONSTRUCTION MANAGER | Single procurement, single entity to manage.<br><br>Collaborative.<br><br>Open Book makes it easy to confirm pricing and manage the budget. | Knowledge of state statutes is important to help the owner manage properly.<br><br>It requires more actual work/deliverables to prepare independent estimates during each phase to get to the final GMP. |
| ENGINEERS | Because the contractor is OAQC'ing the drawings out of the owner's sight, E&O is not an issue.<br><br>Collaborative. | Majority of designers tend to dislike because they lose control of the design and the owner = they have less power. |
| GENERAL CONTRACTOR | They get to control the designer.<br><br>Can execute MULTIPLE GMPS or GMP. Early purchase steel to save on price escalation.<br><br>Can phase work and get separate permits (early demo/grading, foundation, etc.)<br><br>Collaborative. | They are stuck controlling the designer. |
| TAXPAYER | Faster delivery.<br><br>Normally most cost-saving method. | Because contractor is in the driver's seat, materials/finishes quality might suffer to maintain the budget. |

To mitigate risks, it is crucial to foster transparent, consistent, and open communication between all parties: USACE, the Construction Contractor, the Design Contractor, and other key stakeholders. Frequent check-ins, progress meetings, and collaboration sessions between USACE and the Design-Build team will be essential to keep the project on track and ensure alignment with project goals and scope. These interactions will help identify and address any risks and/or issues with the project and changes in scope, help timely decision-making, and reduce the likelihood of changes, modifications, and delays. A collaborative environment, founded on trust, where feedback is actively sought, encourages continuous improvement throughout the project lifecycle. Effective communication and execution will foster trust and transparency, ensuring that all stakeholders are informed and engaged, ultimately leading to a higher-quality outcome. Team Bond and its team members understand the importance of such partnering traits and are committed to successful delivery in partnership with MVM.

Additionally, implementing a robust project scope and quality assurance mechanisms throughout the project lifecycle helps reduce uncertainty and improve project outcomes by ensuring that all deliverables align with the project's purpose. This includes comprehensive initial planning to ensure the project scope, requirements, and performance standards are clearly defined and communicated. Regular audits and reviews during the design and construction phases can help ensure compliance with federal standards and identify potential issues early. Selecting a highly qualified D-B contractor with a proven track record in similar projects is essential. Team Bond fosters an environment of transparent communication and collaboration between all stakeholders—contractors, engineers, and government representatives—to anticipate and resolve issues before they escalate. By understanding and addressing the associated risks through meticulous planning, stringent oversight, and effective contractor management, Team Bond is positioned to provide MVM with successful project outcomes.

**b) Discussion on the utilization of alternative delivery methods and preconstruction services as identified in paragraph 5.2.2 to include a comparison of differences between the public and private sector constraints.**

Owners across the construction industry have implemented and studied alternative delivery methods to Design-Bid-Build (DBB), such as Design-Build (DB), Construction Management at Risk (CMAR), and Integrated Project Delivery (IPD), to name a few, to enhance project delivery. The Design-Build delivery method specified in this solicitation offers significant advantages for both public and private sector projects. In the private sector, this approach may allow for greater financial and innovative flexibility due to fewer stringent design requirements, regulations, and government oversight. Additionally, the private sector has access to multiple funding avenues and flexible budgeting (e.g. P2 or P3 constructs) as compared to traditionally funded federal projects. These advantages can result in faster project completion and the ability to incorporate cutting-edge solutions. However, it also introduces the risk that the prime contractor, typically the builder, might pressure the architectural and engineering (AE) subcontractor to compromise on design quality to enhance profitability.

In contrast, public sector projects benefit from stricter financial oversight and regulatory requirements, which help ensure the project's quality remains high. These projects must adhere to USACE criteria and standards, reducing the likelihood of “cutting corners.” To achieve success in Design-Build projects within the public sector, it is crucial to provide a clear scope of work and select a team with a proven track record of delivering high-quality projects under these stringent conditions, with the intent to deliver in true partnership with the owner/client.

Team Bond joins the forces of Donald Bond Construction, Inc. and MSMM Engineering, LLC, who are both committed to effectively partnering with the U.S. Army Corps of Engineers (USACE) based on effective, transparent communications in a trusting environment. With experience in Design-Build projects and a solid history of successful collaborations with the U.S. Army Corps of Engineers (USACE), Team Bond is uniquely positioned to deliver outstanding results. Our expertise ensures that we can navigate the complexities and regulatory demands of public sector projects while still delivering innovative and financially sound solutions in close coordination with MVM. Team Bond's builder and designer have historically demonstrated an understanding of design criteria and construction standards required by USACE projects. Our understanding and appreciation for the Design-Build process, combined with our commitment to effective partnering to safely deliver quality projects on time and within budget, uniquely positions Team Bond to successfully implement Design-Build projects for MVM.

**c) Sourcing and management of major materials (e.g., borrow material, steel, concrete, etc.) and mitigation of major supply chain issues**.

Under the D-B method, sourcing and management of major materials can be a more efficient process. During the initial planning phase of the project, major materials can be identified early, giving more time for materials to be acquired. Any supply issues can be identified and addressed in the design phase and can be ordered at a much earlier stage of the project. This would minimize long lead times or supply chain issues. As an example, if borrow material is needed for the project, Team Bond would review the site plans then travel to the project location to look for possible opportunities closest to the site of work. Once found, discussions would occur with the landowner, and then the team would review them. If the proposed site for the borrow pit is agreed upon as the best option, Team Bond would then start the environmental and archeological studies process. Once this has been completed, a borrow pit plan would be developed to include depth, cut area, and water control. With the D-B method, this process could begin during the design phase and be accomplished earlier in the process. Another example would be materials or products that have a significant lead time, such as flap gates or miscellaneous materials for pump station rehabilitations. Once the specifications of the materials are known, the vendor can be contacted to determine the lead time and ordering could occur much earlier in the process than with a typical D-B-B project.

**d) Obtaining access to work locations.**

As the project is designed, Team Bond will study the areas surrounding the project to determine the best way to access the property with the least amount of disturbance to property owners. Once the access needs have been determined, Team Bond will plan to discuss the proposed access needs with the USACE for their input. Once the access needs have been agreed upon, Team Bond understands that USACE will begin the process of establishing the right of way and ingress/egress for the project. It has been our experience in the past, at times additional right of way is needed once the project is ready to begin. In a D-B process, we anticipate being able to identify these types of access needs earlier in the process and establish relationships with the various property owners and stakeholders to be able to establish the needed right of way.

**e) Coordination with local property owners and stakeholders.**

Team Bond understands the need to work with local property owners and stakeholders to maintain a positive working relationship with respect to maintaining needed access to the project, obtaining any needed fill material locally for the project, or a place to dispose of any removed soil from the project, as examples. We have experience from previous USACE

projects, for example, where we have assessed the site and the surrounding area land to look for options for needed fill material. The landowner was then contacted, and we were able to come up with the best solution that would benefit both parties. We have found that making contact early in the process makes for better working relationships. In the D-B process, needs can be established in the design phase with the input of all parties to work out the best process for coordinating with local property owners and stakeholders.

**f) Compliance with contractual, administrative, and other requirements.**

Team Bond has a long history of compliance with contractual administration and other requirements of the federal government, specifically USACE and MVM. We have a substantial amount of experience in writing and closely carrying out all required programs, including Quality Control and Safety. The most recent inspections by the USACE of our Quality and Safety programs on specific sites have resulted in zero recommendations for change or correction. Because of our extensive history with the USACE area offices, we would be able to incorporate many of the government requirements into our design/build plans and specifications.

**g) Hiring qualified laborers and maintaining a qualified workforce.**

Hiring qualified laborers and retaining them can be difficult, as the recent market trend has shown, but our team has an extremely qualified base of staff. Our current team of skilled operators, laborers, and mechanics have a solid base of experience and training. Their employment time with us ranges from three years to 30+ years, with the average being 9 years. With a base of good, solid workers, we have been able to maintain the completion of on-time and within-budget projects. For skilled workers, we maintain an open application process at all times. We have also worked with labor unions on previous projects, the Mounds City Culvert Project being one of them. If the project is in an area where the use of labor unions would be required or in the best interest of project completion, Team Bond would meet with members of the union to discuss the work, labor needs, union requirements, etc., early in the process to provide for immediate start when the notice to proceed is received. Team Bond also offers a competitive benefits package, including medical, dental, and life insurance and a retirement account, which offers an attractive incentive. It has also been our experience that there are advantages to hiring local skilled individuals when multiple projects are being carried out simultaneously for projects that are a greater distance from our home base. This allows us to keep project expenses down by paying less per diem travel fees and maintaining employee satisfaction by keeping workers close to home.

**h) Coordination with multiple contractors on site.**

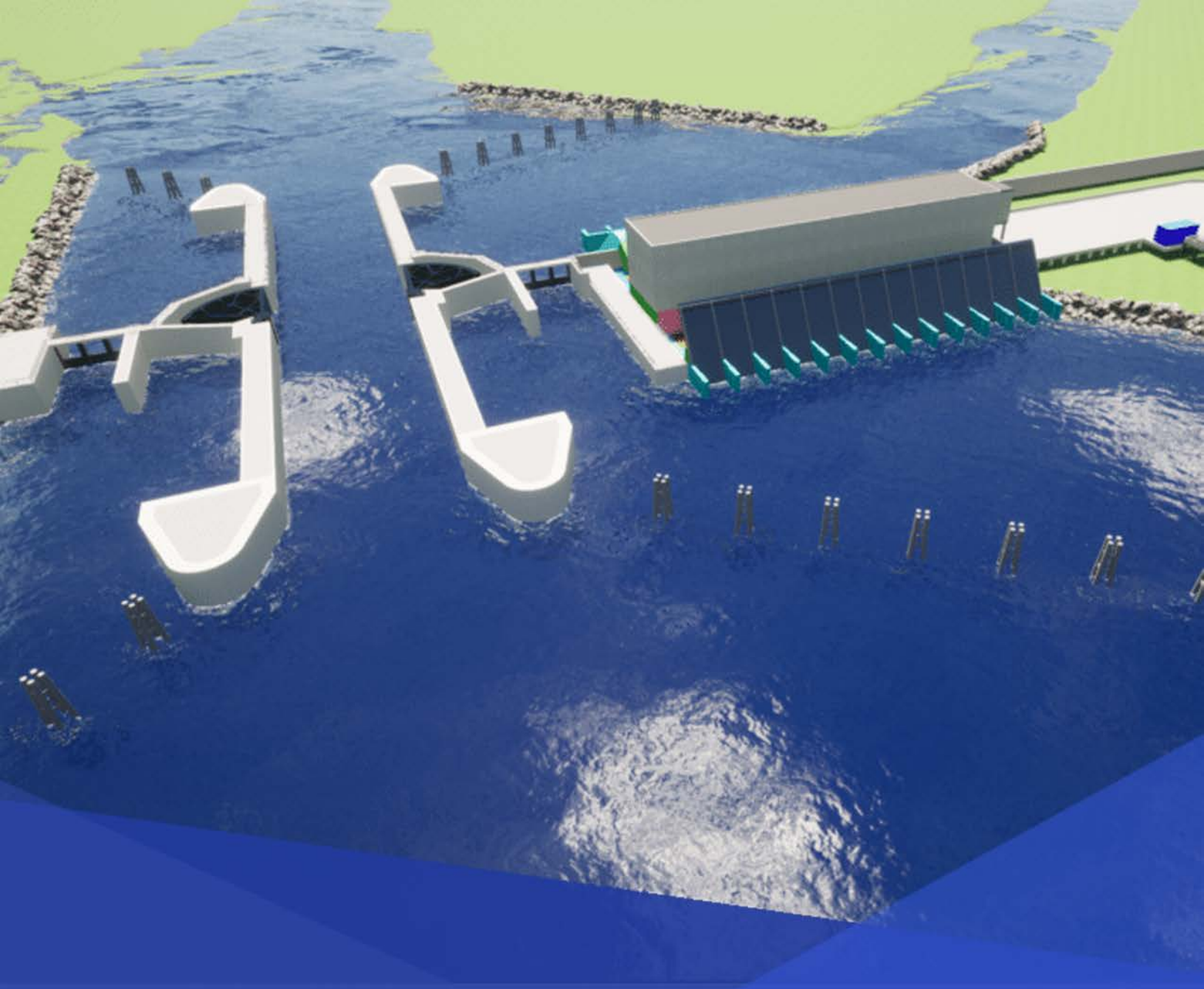
Coordination across any project, cannot occur without the establishment of effective lines of communication. Because of this, communication becomes the first step in ensuring a safe and productive work environment for all involved. Team Bond's approach to effective communication includes the following steps:

1) Establish clear communication channels by having a communication protocol in place to make sure that there is a standardized flow of information and that all contractors, subcontractors, members of the design team, and skilled workers are well aware of the communication channels available to them if the need arises. This is important for establishing coordination of work performed as well as creating an efficient means to deal with potential future safety issues.

2) Communication of protocols regarding safety and workplace hazards is achieved by establishing standards on how to identify, mitigate and communicate any present or possible safety issue. These protocols are related to all on-site individuals through initial and ongoing weekly safety meetings at the site.

3) Projects will be managed through scheduling software (Primavera P6 Pro) and shared with stakeholders in the project, such as the management team, individual on-site workers, and subcontractors. In addition, any potential hazards that have been identified or safety information will be relayed to individuals on-site as relevant. This information will flow in both directions to help reduce failures in communication from any party and help eliminate workplace injuries for all.

As effective communication channels are established, job coordination becomes easier. When the need arises to manage multiple contractors on-site, Team Bond will continuously review progress and maintain open lines of communication to ensure each contractor is meeting the requirements of their contract. Team Bond will also meet with on-site managers, superintendents, and/or job foremen to develop an efficient plan for performing the work. In situations where multiple contractors may be on-site simultaneously, general job site coordination will be an ongoing task that will be a priority for all parties involved. Team Bond will ensure that project managers and/or superintendents are present on-site to assist with coordination issues as they may arise.



# VOLUME 1, TAB D – FACTOR 3 – ORGANIZATION / MANAGEMENT TEAM:

1) Organizational Chart
2) Organization / Management Summary

U.S. Army Corps of Engineers®
Memphis District

**TEAM BOND**

**PRIME CONTRACTOR**
Donald Bond Construction, Inc.

**DESIGNER OF RECORD**
MSMM Engineering, LLC

## PROGRAM MANAGERS
Donald Bond (DBC)
Mark Wingate, PE (MSMM)

### DESIGN PROGRAM MANAGER
Manish Mardia, PE (MSMM)

### PROJECT MANAGER
Stuart Seiler, PE, PMP (MSMM)

### STRUCTURAL ENGINEERING
Ramesh Kalvakaalva, PE (MSMM)
Robert Yokum, PE (MSMM)
Ali Tareh, PE (MSMM)
Randy Boudreaux, PE (NS)
Ken McBeath, PE (NS)
Terry Sullivan, PE (AGJV)
Nathan Holmer, SE (AGJV)

### HYDRAULIC ENGINEERING
Chris Mills, PE (MSMM)
Michael Phillips, PE, CFM (NS)
Kyle Grantham, PE, CFM (NS)
Sarah McEwen, PE, CFM (NS)
Amber Cutcliff, PE, CFM (NS)
Ryan Pickett, PE (AGJV)
Matt Bardol, CFM, WRE, PE (AGJV)

### CONSTRUCTION ENGINEERING
Jim Wilson, PE, LEED®AP (MSMM)
Jimmy Waddle, PE (AGJV)
Mike Zoccola, PE (AGJV)

### ARCHITECTURE
Steven Finegan, AIA (MSMM)

### CIVIL ENGINEERING
Jim Wilson, PE, LEED®AP (MSMM)
Scott Chehardy, PE (MSMM)
Chris Mills, PE (MSMM)
Jeff Wilson, PE (MSMM)
Reid Haygood, PE (NS)
Phillip Gibson, PE (NS)
Matthew Horton, PE (NS)

### SURVEYING
James Chustz, PLS (CSI)
Julian Chustz, PLS (CSI)
Lonnie Dupont (CSI)
Blake Conner (CSI)
Craig Villemarette (CSI)
Jim Phillips, CST (CSI)
Mark Voinche, CST (CSI)
Tom Odom (CSI)
Daniel Reed, BARCH (CSI)
Lee Hines (CSI)
Chris Pesnell, PS, CFedS (MTS)
Chris King, PS (MTS)
Anthony Bryant, PLS (MTS)

### MECHANICAL ENGINEERING
Scott Chehardy, PE (MSMM)
Glen Reed, PE (NS)

### PROJECT MANAGEMENT
Michael Harden, PE (MSMM)
Charles Brannon (MSMM)
Dani Alexander (MSMM)
Graham Legate, PE, DBIA (NS)
Cindy Rich, PE (NS)
Dusty Barrett, PE, PMP (AGJV)
Jackson Daugherty, PE, PMP (AGJV)

### GEOTECHNICAL ENGINEERING
Dusty Barrett, PE, PMP (AGJV)
Nathan Long, PE, PG (AGJV)
Derek Hodnett, PE, PG (AGJV)
Jackson Daugherty, PE, PMP (AGJV)
Thomas Ward, PE (AGJV)
Scott Graves, PE (AGJV)

### GEOTECHNICAL INVESTIGATIONS
Aaron Crowley, PhD, PE (AGJV)
Jackson Daugherty, PE, PMP (AGJV)
Keaton Andrus, PE, RG (AGJV)
Derek Hodnett, PE, PG (AGJV)
Thomas Ward, PE (AGJV)

### ELECTRICAL ENGINEERING
Glen Reed, PE (NS)

### QUALITY OFFICER
Scott Chehardy, PE (MSMM)

### SAFETY OFFICER
Cindy Bond,
First Aid/CPR/AED Certified (DBC)

### PROJECT MANAGER
Jerry Surface, CQM-C,
First Aid/CPR/AED Certified (DBC)

### CQC SYSTEM MANAGER
Angela Bond, CQM-C, OSHA 30,
First Aid/CPR/AED Certified (DBC)

### Quality Control Onsite
Daryl Richards, CQM-C, OSHA 30,
First Aid/CPR/AED Certified (DBC)

### SUPERINTENDENT
Charles Bond, OSHA 30, First
Aid/CPR/AED Certified (DBC)

### Site Safety and Health Officer
Brandon Drum, CQM-C, OSHA 30,
First Aid/CPR/AED Certified (DBC)

Laborers (DBC)

Operators (DBC)

Subcontractors (DBC)

NOTE: Qualified employees specializing in this area to be assigned based on geographic location and availability at time of task order.

Donald Bond Construction, Inc. (DBC)

MSMM Engineering, LLC. (MSMM)

Neel-Schaffer, Inc. (NS)

Athena Geosyntec JV (AGJV)

Chustz Surveying, Inc. (CSI)

Map Tech Surveying, Inc. (MTS)

**Introduction to Team Bond. Donald Bond Construction, Inc.** (DBC) located in Benton, Missouri and **MSMM Engineering, LLC** (MSMM) located in Metairie, Louisiana have joined forces ("Team Bond") to be responsive to the United States Army Corps of Engineers (USACE), Memphis District (MVM), Request for Proposal (RFP) dated May 2024 (see organization chart). The combination of an experienced Small Business construction company and Small Business engineering design firm whom both have a rich history in USACE civil works delivery within the Mississippi Valley Division, positions Team Bond as a key contract partner to support MVM in the delivery of their robust program under this Design Build, Multiple Award Task Order Contract (MATOC), acquisition method.

The two firms have established their builder/designer relationship based on trust, transparency, and team collaboration and integration; the skills required for a successful design-build process. This level of trust and collaboration has been established at the senior leadership levels of both DBC and MSMM and supported by the entire team to support MVM's design-build contract. Team Bond will employ timely and candid communication throughout the project life cycle, scaled in accordance with the scope of work, to ensure effective partnering with MVM and project stakeholders. Project delivery will focus on safety, quality, budget, and schedule to meet/exceed MVM's delivery expectations.

**Safety is Priority 1**. Team Bond's approach to delivery will place safety as the top priority. While safety is everyone's responsibility, the overall project Safety Officer will be Mrs. Cindy Bond. With 35 years of quality and safety experience and certification in healthcare, Mrs. Bond has had extensive training in safety and quality improvement principles, focusing on finding process safety hazards and preventing them before a safety issue occurs through root cause analysis. The intent is to plan for and practice safety, promoting a safe environment. Our SO will communicate with all team members on a regular basis, including during daily team huddles, the importance of safety. Our plan will require activity and position hazard analyses, identifying risks, developing control measures to promote safety and safe work practices, ensuring all team members are properly equipped, organizing work activities, and preventing accidents. Our plan will meet all safety requirements, including OSHA, and our SO will ensure that health, safety, and environmental policies are followed. Our SO will ensure that everyone performs their work safely and that each team member understands their role in the safety process and where they fit in. Our SO will also communicate any workplace accidents and injuries to USACE MVM and proper authorities, as needed.

**Quality.** Team Bond will employ the tenants of the CIVIL WORKS REVIEW POLICY in accordance with Engineer Regulation (ER) 1165-2-217 dated May 2021 to deliver Quality to all deliverables produced under the pending contract. Our management plan includes a Quality Officer (see Organizational Chart) who will ensure we remain compliant with all USACE regulations regarding ensuring QUALITY. In coordination with MVM, Team Bond will provide a comprehensive review strategy for our deliverables, decisions, and implementation of efforts under the pending contract. We will reinforce to all our team members that quality and comprehensive review(s) equal cost and schedule compliance. Our quality plan will include the appropriate level of review(s), including the level of independence from production and the detailed requirements, including documentation and dissemination. Our quality plan will be coordinated with MVM to ensure compliance with ER 1165-2-217 and all other applicable regulations, circulars, pamphlets, manuals, etc.

**Execution of the Contract:** DBC, as the Prime Contractor, will be positioned to receive Task Order Requirement Notice(s) (TORN) or Task order(s) from MVM. Upon receipt, DBC will immediately engage in dialogue with MSMM to review the contractual and scope of work

requirements, and Team Bond will respond to MVM with the requested information from both a design and construction perspective with a focus on safety, quality, schedule, and budget. This may include additional information to support the subject SF330 submittal or it could include time, cost and scope information as requested by MVM. Team Bond will be prepared to meet with MVM, as required, prior to issuance of a work assignment/task order including performing site visits and participating in team meetings to ensure all parties are aligned on the design and construction requirements, concerns, issues, opportunities, risks, etc including any environmental, ROW or adjacent stakeholder concerns. Upon receipt of a notice or authorization to proceed from MVM, Team Bond will be positioned to begin the requisite assignments in accordance with our Program/Project Management principles that begin in earnest with a kickoff meeting with MVM.

**Program/Project Management.** While the Senior Leaders of Team Bond will provide overall leadership, guidance and oversight, our **Program/Project Management team, supported by Project Management Professionals (PMgPs), will ensure that both day-to-day and long-term tasks and requirements are clearly communicated and understood by the team to meet the requirements (schedule, budget, regulations, etc) as specified in executing the USACE contract/task order**. Our first order of business calls for conducting a **kick-off meeting with MVM and other key partners** upon issuance of a given task order to review the scope of work and its requirements to ensure that all parties are aligned on the path forward. The program managers will hold regular recurring meetings with all team members to ensure efficient and effective delivery, identify risks/issues, and mitigate them accordingly. As shown in the above organization chart, our Program Management team will be supported by a Senior Leader/Advisor who will support project delivery. **A Project Management Plan (PMP) will be developed to include all components (Quality, Safety, SOW, Schedule, Budget, RAM, WBS, Risk Register, etc.),** and the work assignments will be managed in accordance with the PMP that will be shared with all team members.

**Competencies, Roles, and Responsibilities.**

**DBC** is a small business construction firm specializing in heavy civil contracting with an extensive inventory of equipment. DBC has a forty-year history of delivering on-time, within-budget projects within the Memphis District. The company employs project managers, superintendents, operators, and laborers with multiple years of experience in heavy civil construction. All employees are OSHA certified and have first aid/CPR training and certification. The company also has multiple employees who maintain certification through the USACE's Construction Quality Management for Contractors. DBC has well-established relationships with other civil contractors with flood mitigation and repair experience. The company's core competencies include channel excavation, scour repairs, slope flattening, levee construction, culvert repair and stormwater drainage, rock placement, land grading, unwatering, dewatering, erosion control, clearing/grubbing, and turf establishment.

**MSMM** is a full-service, multidisciplinary engineering firm specializing in horizontal infrastructure design for federal and non-federal entities with a primary focus on design experience in federal civil works projects such as flood risk management (levees, pump stations, flood walls), environmental infrastructure (water and wastewater improvements), coastal restoration (barrier islands, diversions), ecosystem restoration (shoreline stabilization), and coastal storm damage risk reduction (flood walls, sector gates, barrier islands, coastal works).

MSMM employs project managers, civil, structural, hydraulic, geotechnical, environmental, mechanical, and electrical engineers as well as architects, cost estimators, CAD technicians,

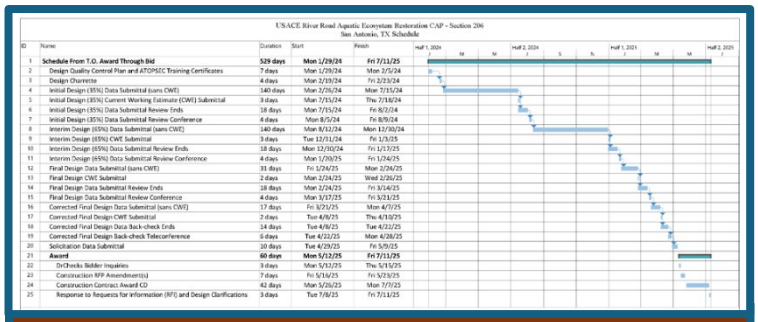
quality assurance inspectors, and other subject matter experts to support project delivery requirements. Additionally, MSMM has established enduring relationships with many engineering supporting firms for engineering surveys and geotechnical investigations. Our core competencies align well with the requirements under this contract and include 1) **Flood Risk Management Design** (*pump station design, earthen levee design & inspection, levee crossing design, T-wall design, sector gate design, temporary measures*), 2) **Structural Design** (*pile founded design of marine facilities, lock design; bridge design; sheet pile design; swing gate and lift gate design*), 3) **Public Infrastructure** (*utility relocation design, roadway restoration design, facility relocations, curbing, house connection design; construction management and inspection of street restoration programs*), 4) **Recreational Infrastructure** (*public parks, multi-use trail design, boardwalk design, dock design, realignment of waterways for recreation/drainage, pedestrian bridge design, pavilions, shade structure and athletic court design*), 5) **Hydraulic Evaluations** (*hydraulic modeling; HEC-RAS; HEC-FDA; HEC-HMS; SWIM; Drainage Modeling; Water Retention Design, Airport Drainage Design (Airside & Landside*); federal drainage studies inclusive of alternatives development).

MSMM also has expertise in other core areas, while not specifically called out in the solicitation, which may be useful to MVM including 1) **Water and Wastewater Design** (*water transmission, distribution & pumping; wastewater distribution & pumping; lift station design; force main design; water/wastewater tie-in; sewer master plan study; model runs for sewer planning studies; water meter replacement design, sludge pond closure design*) and 2) **Ecosystem/Coastal Restoration** (*erosion control measures, sediment diversions, barrier island restoration, beneficial use of dredge material design, saltwater barrier design, shoreline restoration design*).

As the engineering lead and Designer of Record (DOR) for Team Bond, MSMM shall be responsible for all design requirements associated with the subject MVM Design Build solicitation in accordance with the **Teaming Agreement executed provided in Tab A.** MSMM intends to accomplish the majority, if not all, design efforts associated with this solicitation using in-house labor. Field work including engineering surveys and geotechnical borings will be accomplished by our team members. MSMM is committed to bringing a collaborative team spirit to Team Bond including close coordination with MVM to ensure all parties are integrated into the design and construction process and aligned on all delivery requirements inclusive of scope, schedule, and budget as well as the role that MVM will serve on any given work assignment. Transparency and trust will be paramount amongst all parties.

**Beyond serving as the engineering lead and DOR**, MSMM will be responsible for supporting DBC with the development of a **Project Management Plan (PMP)** including a laser focus on the **safety plan, quality control and associated reviews, communications plan, risk register, schedule, key milestones, and budget** which will be submitted to MVM for acceptance/approval. MSMM will participate in all key project meetings throughout the project lifecycle including a **kickoff meeting(s), PDT meetings, review meetings, etc with MVM and DBC to ensure alignment** on project requirements including basis of design and associated design criteria.

MSMM will ensure **QA/QC for all design efforts in accordance with the Quality Control Plan** and will develop construction cost estimates to ensure compliance with the established budget.


USACE River Road Aquatic Ecosystem Restoration CAP - Section 206
San Antonio, TX Schedule

| ID | Name | Duration | Start | Finish |
|---|---|---|---|---|
| 1 | **Schedule From T.O. Award Through Bid** | **529 days** | **Mon 1/29/24** | **Fri 7/11/25** |
| 2 | Design Quality Control Plan and ATOPSEC Training Certificates | 7 days | Mon 1/29/24 | Mon 2/5/24 |
| 3 | Design Charrette | 4 days | Mon 2/19/24 | Fri 2/23/24 |
| 4 | Initial Design (35%) Data Submittal (sans CWE) | 140 days | Mon 2/26/24 | Mon 7/15/24 |
| 5 | Initial Design (35%) Current Working Estimate (CWE) Submittal | 3 days | Mon 7/15/24 | Thu 7/18/24 |
| 6 | Initial Design (35%) Data Submittal Review Ends | 18 days | Mon 7/15/24 | Fri 8/2/24 |
| 7 | Initial Design (35%) Data Submittal Review Conference | 4 days | Mon 8/5/24 | Fri 8/9/24 |
| 8 | Interim Design (65%) Data Submittal (sans CWE) | 140 days | Mon 8/12/24 | Mon 12/30/24 |
| 9 | Interim Design (65%) CWE Submittal | 3 days | Tue 12/31/24 | Fri 1/3/25 |
| 10 | Interim Design (65%) Data Submittal Review Ends | 18 days | Mon 12/30/24 | Fri 1/17/25 |
| 11 | Interim Design (65%) Data Submittal Review Conference | 4 days | Mon 1/20/25 | Fri 1/24/25 |
| 12 | Final Design Data Submittal (sans CWE) | 31 days | Fri 1/24/25 | Mon 2/24/25 |
| 13 | Final Design CWE Submittal | 2 days | Mon 2/24/25 | Wed 2/26/25 |
| 14 | Final Design Data Submittal Review Ends | 18 days | Mon 2/24/25 | Fri 3/14/25 |
| 15 | Final Design Data Submittal Review Conference | 4 days | Mon 3/17/25 | Fri 3/21/25 |
| 16 | Corrected Final Design Data Submittal (sans CWE) | 17 days | Fri 3/21/25 | Mon 4/7/25 |
| 17 | Corrected Final Design CWE Submittal | 2 days | Tue 4/8/25 | Thu 4/10/25 |
| 18 | Corrected Final Design Data Back-check Ends | 14 days | Tue 4/8/25 | Tue 4/22/25 |
| 19 | Corrected Final Design Back-check Teleconference | 6 days | Tue 4/22/25 | Mon 4/28/25 |
| 20 | Solicitation Data Submittal | 10 days | Tue 4/29/25 | Fri 5/9/25 |
| 21 | **Award** | **60 days** | **Mon 5/12/25** | **Fri 7/11/25** |
| 22 | DrChecks Bidder Inquiries | 3 days | Mon 5/12/25 | Thu 5/15/25 |
| 23 | Construction RFP Amendment(s) | 7 days | Fri 5/16/25 | Fri 5/23/25 |
| 24 | Construction Contract Award CD | 42 days | Mon 5/26/25 | Mon 7/7/25 |
| 25 | Response to Requests for Information (RFI) and Design Clarifications | 3 days | Tue 7/8/25 | Fri 7/11/25 |

*Example of a Previous MSMM PMP Project Schedule*

MSMM will provide the requisite **Engineering During Construction (EDC), review submittals, provide field interpretations as needed, provide RFI support, develop as-builts, and support project closeout activities** in close coordination with MVM and DBC. MSMM and DBC will also **share lessons learned and best practices ("train the team") from our design-build efforts completed under this contract to improve MVM's familiarity, acceptance,** and use in future acquisitions.

**Neel-Schaffer** will serve as a sub-consultant to MSMM for this contract providing engineering design surge capacity with a primary role of **providing hydrology and hydraulic engineering** under the subject contract. A multi-disciplined engineering, planning, and consulting firm, Neel-Schaffer was founded in Mississippi in 1983 and is one of the South's largest privately held engineering firms. Engineering News-Record has recognized Neel-Schaffer since 1994 on it's list of the Top 500 Design Firms in the U.S., with our ranking improved from 458th in 1994 to 198th in 2018. Neel-Schaffer has offices in Alabama, Florida, Georgia, Kentucky, Louisiana, South Carolina, Tennessee, and Texas. Neel-Schaffer and its wholly owned survey firm, Maptech, have provided professional services to most USACE Districts in the South.

Neel-Schaffer's core disciplines include water/wastewater, stormwater, environmental, civil, aviation, structural, and hydraulic engineering while providing geotechnical, electrical, traffic/transportation, highway and bridge engineering, and environmental services. The firm also employs highly trained hydrologists, cost estimators, urban planners, landscape architects, and public outreach specialists. With more than 500 professional and technical employees, Neel-Schaffer has the capacity to provide high-quality services on compressed schedules and provides MSMM with excellent reach-back capacity, as needed, under the subject contract.

**Athena Geosyntec JV, LLC (AGJV)** will serve as a sub-consultant to MSMM for this contract, with the primary role and responsibility in the areas of geotechnical engineering and field services, drilling, and lab testing. However, given its civil works design capabilities, AGJV is well-positioned to support MSMM in the event additional capacity is required. AGJV is a woman-owned small business, Mentor-Protégé joint venture between Athena Engineering & Environmental, LLC (Athena, SBA-certified WOSB) and Geosyntec Consultants, Inc. Athena brings a staff of 65 engineering (civil, geotechnical, environmental, structural, water resources) and scientific professionals (geologists, biologists, environmental scientists) including 33 part-time former USACE employees across three offices in Tennessee and Kentucky. Geosyntec is a global leader in environmental consulting, engineering, and construction services, specializing in delivering practical, cost-effective solutions to complex environmental and water resources problems. Geosyntec's staff of 2,200 engineers (environmental, geotechnical, water resources), scientists, and related technical and project support personnel have design, permitting, construction, and long-term management of civil site projects experience. More than 19 Districts across the USACE's eight Divisions know the Athena Geosyntec JV team members for their top-quality performance on civil works projects.

**Chustz Surveying (CSI)** will serve as a sub-consultant to MSMM for this contract with the **primary role and responsibility in the areas of engineering surveys and related field services**. CSI is based in New Roads, LA, and was established in 1995 and primarily focused on supporting USACE with its surveying requirements. In the twenty-nine years since its inception, CSI has acquired an equipment pool that extends from high-tech Multibeam, 3D Terrestrial LiDAR Scanning, 3D Aerial LiDAR Scanning, Aerial Photogrammetry, and RTK/GPS/GNSS systems right down to common hand tools. While CSI maintains a diverse client base involving projects for a variety of clients, including USACE in New Orleans, Vicksburg, and Memphis, CSI is committed to delivering a quality product on or ahead of

schedule. CSI's diversity in equipment and personnel enables the delivery of products and services dedicated to our client's needs. The list of services available includes Boundary Surveys, Multibeam and Single beam Hydrographic Surveys, Engineering, Conventional Topographic, RTK GPS, Planimetric Surveys, Aerial Photogrammetry, Image Processing and Orthorectification, and digital Orthoimagery, and Geodetic Control Surveys using Total Stations and Data Collectors, GPS Receivers, Digital Leveling Equipment, 3D Terrestrial LiDAR Scanning, 3D Aerial LiDAR Scanning to produce CAD files, Surfaces, Cross Sections, Profiles, EM Files, 830 Files, and any other required deliverables.

**Maptech, Inc.,** a Neel-Schaffer wholly owned subsidiary company, will serve as a sub-consultant to MSMM for this contract with the **primary role and responsibility in the areas of engineering surveys and related field services.** Maptech has extensive experience with many of the USACE districts located across the Southern United States. Established in 1977, Maptech is headquartered in Pearl, MS, and is registered throughout the Southeast as a land surveying firm. Maptech employs a dedicated professional staff, including four licensed land surveyors and three CAD technicians. The firm has five fully staffed and equipped survey crews, specializing in all facets of surveying. This includes detailed GPS and conventional topographic surveying and mapping; subsurface utility engineering that includes locating underground utilities in highly congested areas to CI/ASCE 38-02 standards using geophysical tools, including ground penetrating radar; boundary surveying of private and public lands; photogrammetric control surveys; right-of-way and pipeline surveys; 3D modeling; legal descriptions and plats; flood studies; and CADD services.

**Prior teaming experience:** Team Bond combines the forces of DBC (Civil Work Construction) and MSMM (Civil Works Design). These two firms began with early partnering discussions in early 2024, and it was evident from the onset that both firms exhibited similar desires for commitment and service to USACE. **Those engagements resulted in executing a thoughtful teaming agreement (see Tab A) in June 24 specific to the subject solicitation**. To ensure Team Bond is positioned to meet all contract requirements, several design and field investigation subcontractors have joined our team to ensure successful delivery, even in the most urgent situations.

Team Bond's focus on assembling a team of exceptionally skilled and qualified professionals is key to ensuring the successful completion of every project. With meticulous discernment, we handpick individuals with a wealth of experience, expertise, past working relationships, and a proven track record in their respective fields. As a result, **the firms of Neel-Schaffer, AGJV, MapTech Surveying and Chutsz Surveying have been selected to complement the capabilities and capacity of Team Bond (DBC and MSMM). MSMM has collaborated with all 4 firms in the past and partnered with Neel-Schaffer and Chustz Surveying on civil works projects.** The addition of these 4 well-known firms complements our existing capacity and capability and enables, innovation, creativity, and bolsters our unwavering dedication, enabling Team Bond to deliver exceptional results for MVM.

**Resources:** Team Bond has been formed to provide turnkey civil works design build services for MVM as described in the subject solicitation. Team Bond provides both the depth and breadth of subject matter experts with the talent and experience (office and field personnel) along with the necessary construction resources (plant and equipment) required to meet the needs of the subject solicitation. **See above organization chart for personnel resources assigned to the subject contract.**

DBC is a small business with over 40 years of experience specializing in heavy and civil contracting. **Capable of completing a variety of heavy civil projects, our trademark work resides in channel excavation, scour repairs, slope flattening, levee construction, culver repair and stormwater drainage**. DBC has a long history of projects with USACE with extensive experience within the Mississippi Valley Division. DBC offers personnel in the areas of project management, job supervisor, quality control, safety officer, heavy equipment operators, general laborers, and mechanics. DBC offers MVM with an extensive construction equipment inventory required to meet the anticipated needs under this solicitation including the scope features identified in Section 5.2.2. **Plant and equipment owned by DBC and readily available** for the pending contract is shown in the below table:

***DBC, performing USACE ditch cleanout project.***

| Plant | Number | Make/Model | Other |
|---|---|---|---|
| Dragline | 1 | Bucyrus Erie Super 88B | |
| Dragline | 2 | Bucyrus Erie 88B | |
| Dragline | 1 | Northwest Model 6 | |
| Dragline | 1 | American 597C | |
| Excavator | 1 | Komatsu PC360LC Longfront Excavator | |
| Excavator | 1 | John Deere 470 | |
| Excavator | 3 | Jone Deere 350 | 1 with GPS; 1 with mulching head |
| Excavator | 1 | CAT 316F | |
| Dozer | 1 | CAT D6M | |
| Dozer | 1 | CAT D6H | |
| Dozer | 2 | CAT D6T | 1 with GPS |
| Dozer | 1 | John Deere 650K | includes GPS |
| Dozer | 1 | John Deere 950K | includes GPS |
| Tractor | 1 | John Deere 9520R | Scraper Tractor/Scrapper Pans |
| Tractor | 2 | John Deere 9620R | Scraper Tractor/Scrapper Pans |
| Tractor | 2 | John Deere 8430R | |
| Tractor | 1 | John Deere 6420 | |
| Other | 8 | CAT 140M Grader, John Deere Articulate Haul Truck, 2 John Deere Loaders, John Deere 333G Skid Steer, CAT 299D3 Skid Steer, Gyro Trac Mulcher, Water Pump | |
| Miscellaneous | | Multiple attachments and support equipment | |

***Select equipment owned by Donald Bond Construction, Inc***

MSMM, as a full-service Civil Works small business engineering firm, provides a wide range of services across several specialties with **safety, quality, budget, and schedule at top of mind**. Team Bond and MSMM's holistic approach to project delivery, **underpinned through program management and enabled by our relationship with our teaming partners**, provides a great depth of experience and capability to meet the majority, if not all, requirements described under this solicitation. From the design perspective, and as shown in the organization chart, MSMM offers the personnel required to deliver expert service under this solicitation, **including detailed engineering including plans and specifications for civil works and water resources projects, engineering modeling, design analysis, documentation, cost estimating, surveying, geotechnical investigations, engineering during construction, and more.** Furthermore, MSMM holds long-established connections to our A-E team members ensuring Team Bond is positioned with the necessary capability and capacity for all contract requirements including field investigations while also including surge design capacity to meet the most urgent of USACE requirements. As shown in the organization chart, and in addition to DBC and MSMM, the firms of Neel-Schaffer (engineering design), Athena Geosyntec JV (engineering design and geotechnical investigations), MapTech (surveying) and Chutsz (surveying) have been selected to join Team Bond.

***DBC, performing USACE seepage remediation project, 485,000 CYDs***

**Intent to Self-Perform: Team Bond intends to self-perform much of the engineering, design and construction assignments anticipated under the pending contract** and anticipates exceeding the requirements specified under the Federal Acquisition Regulation (FAR) 52.219-14 and 52.236-1.

DBC will perform an estimated 85% of the construction, excluding specialty services such as floodwall concrete repair, floodwall joint repairs and pump station rehabilitation. These services will be subcontracted out to a qualified contractor specializing in the task that is needed. DBC has multiple contacts throughout the region and would be able to subcontract specialty services in these areas in order to control costs. Multiple bids would be taken for each specialty required.

MSMM has an enviable performance history, especially in terms of engineering solutions and deliverables it has provided under previous and ongoing USACE IDIQ contracts. Our outstanding record results from our demonstrated ability to deliver design solutions with a focus on safety, providing high-quality technical products, managing project costs, and meeting project schedules for many concurrent government contracts and associated assignments. **MSMM currently delivers an estimated $5M- $6 million per year in USACE task orders, ranging in scope (small dollar to large task orders) and complexity, with over 80% of these activities completed using in-house MSMM personnel**. **MSMM intends to self-perform the majority, if not all, engineering and design services anticipated under this solicitation (design for resurfacing, channel works, culverts, scour, floodwalls, floodgates, pump stations, other),** excluding field work for engineering surveys and borings, which will be completed by our select team members. As a result, MSMM anticipates that they will perform a minimum of 75% of all required engineering and design services and will be significantly involved in the pending contract. In the event surge capacity is required, MSMM as the lead design firm and DOR, will obtain the required resources from our teaming partners while always remaining compliant with the requirements of the Federal Acquisition Regulation (FAR) in terms of performing work and being significantly involved in the work awarded under the pending contract.

**Execution of multiple projects in remote location in simultaneous fashion:** Team Bond is well postured to deliver on multiple MVM requirements under this design build solicitation in concurrent fashion throughout the MVM area of responsibility. DBC, as the construction company of Team Bond has significant experience performing multiple projects, concurrent fashion, across the Memphis District area of responsibility as shown in the below table to include work performed in rural areas in the states of Arkansas, Illinois, Missouri, Mississippi and Tennessee. Team Bond is well positioned to perform the anticipated work requirements under this solicitation.

| Project Name | Period of Performance | Project Location |
|---|---|---|
| Bayou Meto Phase II | 11/16/2015 to 12/01/2017 | Misc. Counties in Northeast AR. |
| Mounds City South Culvert Replacement | 05/31/2018 to 12/04/2019 | Pulaski County, IL. |
| Headwaters Access Boat Ramp Renovation | 09/30/2018 to 09/08/2020 | Cape Girardeau County, MO. |
| Mississippi River Levee Slide Repairs | 10/18/2018 to 12/02/2020 | Misc. Counties in MO. AR. MS. |
| Ditch 10 Cleanout | 11/26/2018 to 09/12/2019 | Poinsett County, AR. |
| Trotters Seepage Remediation | 07/01/2019 to 07/25/2020 | Tunica County, MS. |
| Madison/Marianna Scour Repair SFC 736 | 10/15/2019 to 12/11/2020 | St. Francis County, AR. |
| Samos Seepage Remediation | 05/17/2020 to 10/17/2020 | Mississippi County, MO. |
| Ditch 251 (Unimproved) Lower Cleanout | 09/01/2020 to 06/16/2022 | Dunklin & Pemiscot Counties, MO. |
| Ditch 1 Upper Channel Cleanout | 11/03/2020 to 11/14/2022 | Pemiscot, New Madrid, Stoddard Counties, MO. |
| Fisk Scour Repair | 12/08/2020 to 08/06/2021 | Butler & Stoddard Counties, MO. |
| Upper Ditch 61 Scour Repair | 06/14/2021 to 09/13/2021 | Poinsett County, AR. |

| | | |
|---|---|---|
| Big Slough Phase 3 Scour Repair | 07/07/2021 to 09/23/2022 | Clay County, AR. |
| Varney River Ditch Cleanout | 09/22/2021 to 09/15/2023 | Dunklin County, MO. |
| Locust Creek Channel Cleanout | 10/15/2021 to 07/18/2022 | Craighead County, AR. |
| Caruthersville Floodwall Replacement | 10/17/2022 to 04/14/2023 | Pemiscot County, MO. |
| Nash Slope Flattening | 10/20/2022 to 03/04/2024 | Cape Girardeau County, MO. |
| Fritz Landing Flap Gate Replacement | 11/07/2022 to 08/01/2023 | Lake County, TN. |
| Cape Cty. Rd. 261 Grading Improvements | 04/18/2023 to 08/25/2023 | Cape Girardeau County, MO. |
| LRDD CA Main Entrance Ditch Crossing | 03/19/2024 to Present Date | Dunklin County, MO. |

MSMM is a proven small business engineering and design firm that has shown an ability to **successfully execute multiple task orders simultaneously for MVN, SWG, SWF, SWT and SPA while delivering for other customers as well.** MSMM currently executes approximately $5-6M per year in multiple task orders for USACE, and over 80% of those task orders are completed with in-house resources. **Currently, MSMM is conducting a total of 31 projects including 13 USACE engineering/design projects for MVN (environmental infrastructure jobs, project management support, environmental restoration, MII), SWG (T-wall design), SWF (ecosystem restoration, channel restoration, building assessments), SWT (milcon - Air force base work), SPA (milcon elevator repairs) and numerous south LA efforts for multiple municipalities. The 13 active projects for USACE amount to nearly $12M in engineering fees.** All fieldwork requirements will draw upon the direct expertise of our geotechnical and topographical survey team members with extensive USACE experience including working in remote areas.

For the past five years, MSMM has been able to execute this model of delivering multiple requirements in a simultaneous fashion to the satisfaction of multiple USACE districts, and we anticipate similar continued success. When additional resources are required to satisfy requirements under this contract, reaching back across the team will occur in a rapid fashion to ensure the needs and requirements of MVM are met. After years of executing multiple Civil Works assignments simultaneously, MSMM, supported by its teaming partners, can complete simultaneous task orders for the range of projects anticipated under the pending contract.

Ultimately, Team Bond brings years of Design-Build experience to MVM for this potential contract. Our combined knowledge and capability will allow us to self-perform the majority of any task order in close coordination with MVM. Furthermore, Mr. Donald Bond and Mr. Mark Wingate, serving program managers, will drive delivery in accordance with the chief's definition of winning; “safely delivering the project on time and within budget.” Team Bond offers MVM the resources sought under this solicitation, including experienced personnel and equipment, but most of all, we offer the combined determination of two small businesses that believe success lies in transparency, candid and effective communication, and continual collaboration with the Memphis District.

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