



**DEPARTMENT OF THE ARMY**  
NEW ORLEANS DISTRICT, CORPS OF ENGINEERS  
P.O. BOX 60267  
NEW ORLEANS, LOUISIANA 70160-0267

Reply to  
Attention of:

28 February 2007

Contracting Division  
Projects East Branch

**SUBJECT:** Contract No. W912P8-06-C-0101, Lake Pontchartrain and Vicinity, New Orleans, Louisiana, Hurricane Protection Project, Phase II Floodwall Repair, London Avenue Canal Breach Near Mirabeau Ave, New Orleans, Louisiana, Contractor Performance Evaluation

Odebrecht-Johnson Bros. JV  
201 Alhambra Circle, Suite 1400  
Coral Gables, FL 33134-5108

Gentlemen:

In accordance with EFARS, Paragraph 36.201, your company's performance on the subject contract has been evaluated on form DD2626, a copy of which is enclosed for your records.

Sincerely,

*Cynthia A. Nicholas*  
Cynthia A. Nicholas  
Contracting Officer

Enclosure

FOR OFFICIAL USE ONLY (WHEN COMPLETED)

<b>PERFORMANCE EVALUATION (CONSTRUCTION)</b>	1. CONTRACT NUMBER W912P8-06-C-0101	b. DEL ORDER
	2. DUNS NUMBER 616490756	b. SIC CODE

IMPORTANT: Be sure to complete Part III - Evaluation of Performance Elements on reverse

**PART I - GENERAL CONTRACT DATA**

3. TYPE OF EVALUATION: FINAL		4. TERMINATED FOR
5. CONTRACTOR (Name, Address, and Zip Code) Odebrecht-Johnson Bros. JV 201 Alhambra Circle, Suite 1400 Coral Gables, FL 33134-5108 UNITED STATES PRIME CONTRACTOR		6.a. PROCUREMENT METHOD: SEALED BID  b. TYPE OF CONTRACT: FIRM FIXED PRICE

7. DESCRIPTION OF REQUIREMENTS AND LOCATION OF WORK  
 Lake Pontchartrain and Vicinity, New Orleans, Louisiana, Hurricane Protection Project, Phase II Floodwall Repair, London Avenue Canal Breach Near Mirabeau Ave, New Orleans, La.

8. TYPE OF SUBCONTRACTING  
 Construction Dewatering - Geotechnical Construction 1.4%; Excavation and Embankment - Great Southern Dredging 17.3%; Steel H-Piles - New Orleans Iron Works 1.3%; TRS - Jeff-Co Contractors, Ray-Bar Construction and Artis Steel Concrete 0.2%; Jet Grouting - Hayward

9. FISCAL DATA	a. AMT. OF BASIC CONTRACT	b. TOTAL AMOUNT OF MODIFICATIONS	c. LIQUIDATED DAMAGES ASSESSED	d. NET AMOUNT PAID TO DATE
	\$12,021,775.00	\$422,412.75	\$0.00	\$12,444,187.75
10. SIGNIFICANT DATES	a. DATE OF AWARD	b. ORIGINAL CONTRACT/DO DATE	c. REVISED CONTRACT/DO DATE	d. DATE WORK ACCEPTED
NTP 27FEB06	10FEB06	26AUG06	24OCT06	18OCT06 Substantial Compl 6OCT06

**PART II - PERFORMANCE EVALUATION OF CONTRACTOR**

11. OVERALL RATING: OUTSTANDING

12. EVALUATED BY

a. ORGANIZATION (NAME AND ADDRESS) US ARMY CORPS OF ENGINEERS, CEMVN-CD-NO, TFG		b. TELEPHONE NUMBER (504) 862-1202
c. NAME AND TITLE TIMOTHY J. ROTH, P.E., AREA ENGR, N.O. AREA OFC	d. SIGNATURE <i>Timothy J. Roth</i>	e. DATE 12/30/06

13. EVALUATION REVIEWED BY

a. ORGANIZATION (NAME AND ADDRESS) US ARMY CORPS OF ENGINEERS, CEMVN-CD, TFG		b. TELEPHONE NUMBER (504) 862-1241
c. NAME AND TITLE WARD C. PURDUM, CHIEF, CONSTRUCTION DIVISION	d. SIGNATURE <i>Ward C. Purdum</i>	e. DATE 1/3/07

14. AGENCY USE (DISTRIBUTION, ETC.)

**PART III - EVALUATION OF PERFORMANCE ELEMENTS**

N/A = NOT APPLICABLE O = OUTSTANDING A = ABOVE AVERAGE S = SATISFACTORY M = MARGINAL U = UNSATISFACTORY

15. QUALITY CONTROL							16. EFFECTIVENESS OF MANAGEMENT						
N/A	O	A	S	M	U	N/A	O	A	S	M	U		
a. QUALITY OF WORKMANSHIP	X					a. COOPERATION AND RESPONSIVENESS	X						
b. ADEQUACY OF THE CQC PLAN		X				b. MANAGEMENT OF RESOURCES/ PERSONNEL	X						
c. IMPLEMENTATION OF THE CQC PLAN	X					c. COORDINATION & CNTRL OF SUBCNTRCTR		X					
d. QUALITY OF QC DOCUMENTATION	X					d. ADEQUACY OF SITE CLEAN-UP		X					
e. STORAGE OF MATERIALS			X			e. EFFECTIVENESS OF JOBSITE SUPERVISION	X						
f. ADEQUACY OF MATERIALS		X				f. COMPLIANCE WITH LAWS AND REGULATIONS		X					
g. ADEQUACY OF SUBMITTALS	X					g. PROFESSIONAL CONDUCT	X						
h. ADEQUACY OF QC TESTING		X				h. REVIEW/RESOLUTION OF SUBCONTRACTOR'S ISSUES			X				
i. ADEQUACY OF AS-BUILTS	X					i. IMPLEMENTATION OF SUBCONTRACTING PLAN	X						
j. USE OF SPECIFIED MATERIALS			X			<b>18. COMPLIANCE WITH LABOR STANDARDS</b>							
k. IDENTIFICATION/CORRECTION OF DEFICIENT WORK IN A TIMELY MANNER	X					a. CORRECTION OF NOTED DEFICIENCIES		X					
<b>17. TIMELY PERFORMANCE</b>							b. PAYROLLS PROPERLY COMPLETED AND SUBMITTED		X				
a. ADEQUACY OF INITIAL PROGRESS SCHEDULE			X			c. COMPLIANCE WITH LABOR LAWS AND REGULATIONS: DAVIS-BACON/SERVICE ACT & EEO REQUIREMENTS	X						
b. ADHERENCE TO APPROVED SCHEDULE		X				<b>19. COMPLIANCE WITH SAFETY STANDARDS</b>							
c. RESOLUTION OF DELAYS	X					a. ADEQUACY OF SAFETY PLAN		X					
d. SUBMISSION OF REQUIRED DOCUMENTATION	X					b. IMPLEMENTATION OF SAFETY PLAN	X						
e. COMPLETION OF PUNCLIST ITEMS		X				c. CORRECTION OF NOTED DEFICIENCIES	X						
f. SUBMISSION OF UPDATED AND REVISED PROGRESS SCHEDULES	X												
g. WARRANTY RESPONSE	X												

**20. REMARKS** Explanation of unsatisfactory evaluation is required. Other comments are optional.

15. a. Quality of Workmanship: Odebrecht-Johnson utilized experienced subcontractors and skilled workers to perform specific phases of work. Odebrecht-Johnson personnel had the knowledge and foresight to identify and resolve construction issues before the beginning of each phase of work. The final product for concrete work and fertilizing, seeding and mulching were found to be outstanding.

15. b. Adequacy of the CQC Plan: Odebrecht-Johnson Bros. held a detailed preparatory meeting for each phase of work prior to proceeding with the specific work. The contractor also performed initial and follow-up phases for each item.

15. c. Implementation of the CQC plan: Contractor did an excellent

## 20. REMARKS (CONTINUED)

job performing quality control utilizing the guideline from the approved CQC plan.

15. d. Quality of the QC Documentation: The information provided by Odebrecht-Johnson Bros. was very informative, accurate, and complete. Digital photos of the ongoing work were included with each daily report.

15. f. Adequacy of Materials: The materials (PZ-27 sheets, H-piles, geotextile fabric, steels) delivered to the site were thoroughly inspected by the contractor, and in compliance with contract requirements.

15. g. Adequacy of Submittals: Contractor submitted all the required submittals electronically prior to proceeding with each phase of work.

15. h. Adequacy of QC Testing: Odebrecht-Johnson Bros. employed Alpha Testing to perform concrete testing, blow count for H-piles, magnetic testing, visual and ultrasonic inspection on welded H-piles, vibration monitoring. Delta Testing was hired to perform density tests. All tests were performed as required by the specifications and as discussed in the preparatory meetings.

15. i. Adequacy of As-builts: As-built drawings were submitted on time. Details on as-built drawings are properly marked and additional information was attached to the drawings.

15. k. Identification/Correction of Deficient Work in a Timely Manner: Contractor did not have many deficiencies on the project. Only a few minor items were identified by COE representatives and the contractor always addressed the problems without hesitation.

16. a. Cooperation and Responsiveness: Odebrecht-Johnson was always available to provide additional information if requested by the USACE. This ensured the project was completed safe and on-time.

16. b. Management of Resources/Personnel: Odebrecht-Johnson Bros. had experienced staffs to perform quality control, supervision, scheduling, and safety.

16. c. Coordination and Control of Subcontractor(s): Odebrecht-Johnson Bros.' full coordination with their subcontractors helped complete the work correctly and on time.

16. d. Adequacy of Site Clean-Up: The contractor did a good job cleaning up the streets and the site.

16. e. Effectiveness of Jobsite Supervision: Odebrecht-Johnson provided numerous supervisors at all times for the duration of the contract.

16. f. Compliance with Laws and Regulations: Odebrecht-Johnson personnel were knowledgeable with the laws and regulations. The contractor complied with the laws and regulations in the contract

clauses.

16. g. Professional Conduct: Adhered to company rules, regulations, and policies. Conducted themselves in a professional manner at all times while at the site.

16. i. Implementation of Subcontracting Plan: Odebrecht-Johnson Bros. executed the subcontracting plan without any problems.

17. b. Adherence to Approved Scheduled: The contractor's initial progress was behind schedule due to different site conditions and rain delays. The contractor did his best to adhere to the original schedule by working longer hours and working night shifts to complete the contract in the allotted time frame.

17. c. Resolution of Delays: Odebrecht-Johnson worked night shifts and utilized additional manpower to regain the delays of the project, and complete the contract within the required time frame.

17. d. Submission or Required Documentation: Contractor submitted the daily quality control reports in a timely manner. All correspondence was submitted electronically.

17. e. Completion of Punchlist Items: Odebrecht-Johnson Bros. removed stone within the embankment, cleaned the street, and hauled away all trash piles. Odebrecht-Johnson did not have many punch list items because most of the work was done correctly. All punch list items were corrected once identified by QA personnel.

17. f. Submission of Updated and Revised Progress Schedules: The schedule engineer provided complete and accurate weekly progress schedules in a timely manner. The schedules were updated on a weekly basis as work proceeded.

18. a. Correction of Noted Deficiencies: The contractor took quick action to make correction of noted deficiencies.

18. b. Payroll Properly Completed and Submitted: Certified payrolls were signed, completed, and submitted weekly. Each payroll submitted was accompanied by a statement of compliance by the contractor.

18. c. Compliance with Labor Laws and Regulations with Specific Attention to the Davis Bacon Act and EEO Requirements: Contractor posted Davis-Bacon Poster at all times at the site. The wage rates for all employees on site were slightly higher than required by the contract.

19. a. Adequacy of Safety Plan: The safety plan provided by Odebrecht-Johnson Bros. and additional corporate safety plan were always available at the site for review.

19. b. Implementation of Safety Plan: Safety Officer (Paul Kleinstiver) from Odebrecht-Johnson Bros. was always at the site to assure required safety was implemented. Mr. Kleinstiver has at least 30 years experience in safety and was very knowledgeable in both safety requirements of OSHA and the USACE EM 385-1-1 safety manual.