US Army Corps
of Engineers ®
New Orleans District

IFB NO. W912P826BA064
(W912P826BA004)

Atchafalaya River Bay, Bar, and Crewboat Cut Cutterhead Dredge No. 1-2026, St. Mary Parish, Louisiana. Specification No. OM26059

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, NEW ORLEANS DISTRICT
7400 LEAKE AVENUE
NEW ORLEANS, LOUISIANA 70118-3651

REPLY TO ATTENTION OF

SOLICITATION: W912P826BA064

FOR: Atchafalaya River Bay, Bar, and Crewboat Cut Channel, St. Mary Parish, Louisiana. Cutterhead Dredge Contract No. 1-2026. Specification No. OM26059

TO OPEN:

I. NOTE THE AFFIRMATIVE ACTION PROGRAM REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

II. NOTE THE CERTIFICATION OF NONSEGREGATED FACILITIES IN THIS SOLICITATION. *Bidders, offerors and applicants are cautioned to note the "Certification of Non-segregated Facilities" in the solicitation. Failure of a bidder or offeror to agree to the certification will render his bid or offer non-responsive to the terms of solicitations involving awards of contracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause.*

III. Prospective contractors must register in the System for Award Management (SAM). See FAR Clause 52.204-7 for required information. The website for SAM is https://www.sam.gov. You will be required to provide your company's Dun and Bradstreet number along with an original, signed notarized letter identifying the authorized Entity Administrator before the registration will be activated. If you do not already have a D&B number, one can be requested from Dun and Bradstreet at (800) 333-0505 or http://fedgov.dnb.com/webform. Contractors must complete, and submit with their bid, the provisions located in section 00600. A bidder may also submit, in lieu of the completed section 00600, a complete hard copy of their Online Representations and Certifications which is located within the System for Award Management (SAM). Prospective contractors with expired or inactive Representations and Certifications in SAM at time of award will be deemed unresponsive.

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001. (FAR 52.214-4 APR 1984).

DESCRIPTION AND MAGNITUDE OF WORK: The work consists of furnishing one fully crewed and equipped hydraulic pipeline cutterhead dredge for the removal and satisfactory disposal of shoal material in the Atchafalaya River Bay, Bar, and Crewboat Cut Channel.The work consists of furnishing one fully crewed and equipped cutterhead dredge, with a dredge discharge size of 27 inches or greater inside diameter (ID), complete in all respects, including all attendant plant, and crew. Work will be performed at the Atchafalaya Bay, Bar, and Crewboat Cut and possibly in other areas of the New Orleans District.

NOTE: ALL WORK UNDER THIS CONTRACT SHALL BE PERFORMED IN ACCORDANCE WITH THE PROVISIONS OF EM 385-1-1 "Safety and Occupational Health Requirements"

ALL INQUIRIES REGARDING THIS SOLICITATION

SHOULD BE MADE TO THE FOLLOWING:

Francesca E. DeBoer

AND/OR

Karen D. Hargrave

CONTRACT SPECIALIST / CONTRACTING OFFICER

U.S. ARMY CORPS OF ENGINEERS,

NEW ORLEANS DISTRICT

E-MAIL: francesca.e.deboer@usace.army.mil

PHONE: (504) 862-1607

AND/OR

E-MAIL: karen.d.hargrave@usace.army.mil

PHONE: (504) 862-1561

COLLECT CALLS NOT ACCEPTED

NOTE: FOR THE MOST PROMPT RESPONSE
PLEASE SEND ALL QUESTIONS VIA E-MAIL

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SOLICITATION, OFFER, AND AWARD

(Construction, Alteration, or Repair)

1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
W912P826BA064	[X] SEALED BID (IFB) INVITATION FOR BID [ ] NEGOTIATED (RFP) REQUEST FOR PROPOSAL	12-JUN-2026	1		57

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		OM26059

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
W07V ENDIST N ORLEANS KO CONTRACTING DIVISION, 7400 LEAKE AVE NEW ORLEANS, LA 70118-3651 UNITED STATES FRANCESCA DEBOER, EMAIL: FRANCESCA.E.DEBOER@USACE.ARMY.MIL TELEPHONE: (504) 862-1604	W912P8	W07V ENDIST NEW ORLEANS KO CONTRACTING DIVISION, 7400 LEAKE AVE NEW ORLEANS, LA 70118-3651 UNITED STATES

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	FRANCESCA DEBOER	(504) 862-1604

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 number, date)*

Atchafalaya River Bay, Bar, and Crewboat Cut Cutterhead Dredge Nos. 1-2026. St. Mary Parish, Louisiana. Specification No. OM26059.

This is an UNRESTRICTED procurement. The estimated value of this work is between $10,000,000.00 and $25,000,000.00.

BID OPENING TO BE ESTABLISHED BY FUTURE AMENDMENT.

The work consists of furnishing one fully crewed and equipped hydraulic pipeline cutterhead dredge for the removal and satisfactory disposal of shoal material in the Atchafalaya River Bay, Bar, and Crewboat Cut Channel.

Solicitation No. W912P8-26-B-A004 has been updated to Solicitation No. W912P8-26-B-A064.

See Section 00 73 00 DELIVERY OF PLANT
**See Section 00 73 00 PROSECUTION, OPTION AND COMPLETION

11. The contractor shall begin performance within * calendar days and complete it within ** calendar days after receiving

[ ] award, [X] notice to proceed. This performance period is [X] mandatory [ ] negotiable. ***(See*** Section 007300 PARAGRAPHS 3.1 & 3.2 ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
[X] YES [ ] NO	3

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 TBD ***(hour)*** local time TBD (date). If this is a sealed bid solicitation, offers will 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 [X] is, [ ] 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 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NUMBER *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*
CODE 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 requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)*

AMOUNTS ▶

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 NUMBER										
DATE										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	20b. SIGNATURE	20c. OFFER DATE

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 THE UNITED STATES CODE AT ☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY

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 requirements 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 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. DATE

Section 00 00 00 - Procurement and Contracting Requirements

Atchafalaya Bay, Bar, & Crewboat Cut Cutterhead Dredge 1-2026, St. Mary Parish, Louisiana. Specification Nos. OM26059.

The work consists of furnishing one fully crewed and equipped hydraulic pipeline cutterhead dredge for the removal and satisfactory disposal of shoal material in the Atchafalaya River Bay, Bar, and Crewboat Cut Channel.

Solicitation No. W912P8-26-B-A004 has been updated to Solicitation No. W912P8-26-B-A064.

Product Service Code : Y1KF

Appendix A: Instructions to Bidders
QUESTION AND ANSWER VIA PROJNET

ALL SUBMITTED QUESTIONS FOR THIS PROJECT AND THE ANSWERS PROVIDED SHALL BE VIEWED IN BIDDER INQUIRY IN PROJNET AT (https://www.projnet.org)

Technical inquiries and/or questions relating to this solicitation shall be submitted via Bidder Inquiry in ProjNet at (https://www. projnet.org) No Later Than (NLT) **Friday, 29 May 2026, 11:00 AM Central Time (CST).** To submit or review inquiry items, prospective vendors will need to use the Bidder Inquiry Key presented below and follow the instructions listed below the key for access. **Emailed inquiries and/or questions will not be accepted.** A prospective vendor who submits a comment /question will receive an acknowledgment of their comment/question via email. Another email to the same address will notify the prospective vendor once the reply is available for viewing.

The Bidder Inquiry Key is: **37DFCE-BD3TWQ**

Specific Instructions for First Time ProjNet Bid Inquiry Access:

1. From the ProjNet home page linked above, click on **Quick Add** on the upper right side of the screen.
2. Identify the Agency. This should be marked as **USACE.**
3. Key. Enter the **Bidder Inquiry Key** listed above.
4. Email. Enter the email address you would like to use for communication.
5. Click Continue. A page will then open saying that a user account was not found and will ask you to create one using the provided form.
6. Enter your First Name, Last Name, Company, City, State, Phone, Email, Secret Question, Secret Answer, and Time Zone. Make sure to remember your Secret Question and Answer as they will be used from this point on to access the ProjNet system.
7. Click Add User. Once this is completed you are now registered within ProjNet and are currently logged into the system.

Specific Instructions for Future ProjNet Bid Inquiry Access:

1. For future access to ProjNet, you will not be provided any type of password. You will utilize your Secret Question and Secret Answer to log in.
2. From the ProjNet home page linked above, click on **Quick Add** on the upper right side of the screen.
3. Identify the Agency. This should be marked as **USACE.**
4. Key. Enter the **Bidder Inquiry Key** listed above.
5. Email. Enter the email address you used to register previously in ProjNet.
6. Click Continue. A page will then open asking you to enter the answer to your Secret Question.
7. Enter your Secret Answer and click Login. Once this is completed you are now logged into the system.

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SECTION 00 10 00

BID SCHEDULE

PART 1 GENERAL

1.1 BIDDING SCHEDULES

SECTION 00 10 00 - BIDDING SCHEDULE

ATCHAFALAYA RIVER BAY, BAR, AND CREWBOAT CUT
CUTTERHEAD DREDGE NO. 1-2026
ST. MARY PARISH, LOUISIANA
SOLICITATION NO. W912P826BA064

LOT ONE, 27 IN. INSIDE DIAMETER (ID) PUMP DISCHARGE WITHOUT SUBMERGED PUMP

Bid Item	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Total Price
0001	MOBILIZATION AND DEMOBILIZATION	1	JOB		
0002	DREDGING	1,130	HOUR		
Option 0003	OPTION DREDGING	1,130	HOUR	XXXXXXXX	
0004	DREDGE TOWING SERVICE	30	MILE		
Option 0005	FLOTATION CHANNEL EXCAVATION	10,000	LINEAR FOOT		
Option 0006	BIRD NESTING PREVENTION MEASURES	113	DAY		
				TOTAL: LOT ONE BID	

*SEE BID FORM NOTES FOLLOWING LAST BID LOT

SECTION 00 10 00 - BIDDING SCHEDULE

ATCHAFALAYA RIVER BAY, BAR, AND CREWBOAT CUT
CUTTERHEAD DREDGE NO. 1-2026
ST. MARY PARISH, LOUISIANA
SOLICITATION NO. W912P826BA064

LOT TWO, 27 IN. INSIDE DIAMETER (ID) PUMP DISCHARGE WITH SUBMERGED PUMP

Bid Item	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Total Price
0001	MOBILIZATION AND DEMOBILIZATION	1	JOB		
0002	DREDGING	1,024	HOUR		
Option 0003	OPTION DREDGING	1,024	HOUR	XXXXXXXX	
0004	DREDGE TOWING SERVICE	30	MILE		
Option 0005	FLOTATION CHANNEL EXCAVATION	10,000	LINEAR FOOT		
Option 0006	BIRD NESTING PREVENTION MEASURES	102	DAY		
				TOTAL: LOT TWO BID	

*SEE BID FORM NOTES FOLLOWING LAST BID LOT

SECTION 00 10 00 - BIDDING SCHEDULE

ATCHAFALAYA RIVER BAY, BAR, AND CREWBOAT CUT
CUTTERHEAD DREDGE NO. 1-2026
ST. MARY PARISH, LOUISIANA
SOLICITATION NO. W912P826BA064

LOT THREE, 30 IN. OR GREATER INSIDE DIAMETER (ID) PUMP DISCHARGE WITHOUT SUBMERGED PUMP

Bid Item	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Total Price
0001	MOBILIZATION AND DEMOBILIZATION	1	JOB		
0002	DREDGING	914	HOUR		
Option 0003	OPTION DREDGING	914	HOUR	XXXXXXXX	
0004	DREDGE TOWING SERVICE	30	MILE		
Option 0005	FLOTATION CHANNEL EXCAVATION	10,000	LINEAR FOOT		
Option 0006	BIRD NESTING PREVENTION MEASURES	91	DAY		
				TOTAL: LOT THREE BID	

*SEE BID FORM NOTES FOLLOWING LAST BID LOT

SECTION 00 10 00 - BIDDING SCHEDULE

ATCHAFALAYA RIVER BAY, BAR, AND CREWBOAT CUT
CUTTERHEAD DREDGE NO. 1-2026
ST. MARY PARISH, LOUISIANA
SOLICITATION NO. W912P826BA064

LOT FOUR, 30 IN. OR GREATER INSIDE DIAMETER (ID) PUMP DISCHARGE WITH SUBMERGED PUMP

Bid Item	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Total Price
0001	MOBILIZATION AND DEMOBILIZATION	1	JOB		
0002	DREDGING	802	HOUR		
Option 0003	OPTION DREDGING	802	HOUR	XXXXXXXX	
0004	DREDGE TOWING SERVICE	30	MILE		
Option 0005	FLOTATION CHANNEL EXCAVATION	10,000	LINEAR FOOT		
Option 0006	BIRD NESTING PREVENTION MEASURES	80	DAY		
				TOTAL: LOT FOUR BID	

*SEE BID FORM NOTES FOLLOWING LAST BID LOT

1.1.1 Bid Form Notes

a. Bidders shall bid on all items including optional items (see "*Evaluation of Options*" FAR). Failure to bid on all items will result in a non-responsive bid.

b. Bidders shall use the Item No. 0002 unit price to compute the Option Item No. 0003 total price.

c. Any bid may be rejected if the Contracting Officer or his/her authorized representative determines in writing that it is unreasonable as to price. Unreasonableness of price includes not only the total price of the bid, but the prices for individual line items as well. Any bid may be rejected if the prices for any line items or subline items are materially unbalanced (see "*Rejection of Individual Bids*" FAR 14.306-3).

d. THE NOTICE TO PROCEED (NTP): The successful bidder is advised that performance and payment bonds shall be submitted in accordance with the time frame in block 12B of SF 1442 after Notice of Award. The NTP will be issued after verification of acceptable performance and payment bonds. Within 48 hours after issuance of the NTP, the Contractor shall initiate a meeting to discuss the submittal process with the Administrative Contracting Officer or his/her authorized representative. Physical work cannot start until the Resident Management System is set up, the Accident Prevention Program and other required submittals have been submitted and approved, and all preliminary meetings called for under the contract have been conducted.

e. A bidder may be rejected as non-responsible if it cannot show the necessary capital, experience, or equipment needed to perform the work described under this solicitation (see "Responsible Prospective Contractors" FAR Subpart 9.1). Before the Government will award a contract based on this solicitation, the apparent low bidder shall establish that it is responsible and entitled to award of the contract.

f. The unit "JOB" is synonymous with the previously used term "lump sum".

g. Bidders shall select the bid lot determined by the dredge discharge size. The dredge discharge size is considered to be the least inside diameter of the following: the main pump discharge, the submerged pump discharge, the booster pump discharge, or the discharge pipeline.

1.2 BIDDING

a. The bidder shall select only one bid lot, determined by the class of dredge intended to be used. Bids which are submitted on an inappropriate bid lot will be declared non-responsive.

b. Bidders shall furnish unit prices for all items listed on the schedule of bid items that require unit prices. If the bidder fails to insert a unit price in the appropriate blank for required items but does furnish an extended total or an estimated amount for such items, the Government will deem the unit price to be the quotient obtained by dividing the extended estimated amount for that line item by the quantity. IF THE BIDDER OMITS BOTH THE UNIT PRICE AND THE EXTENDED ESTIMATED AMOUNT FOR ANY REQUIRED ITEM, THE BID WILL BE DECLARED NON-RESPONSIVE.

1.3 EVALUATION OF BIDS

a. To provide fair competition between dredges of dissimilar sizes and production rates, the hourly dredging quantities have been determined based on the estimated quantity of shoal material to be removed and the nominal production rates of the dredge in each bid lot. The production rates shown in the chart(s) in the paragraph entitled "Minimum Production Rate Requirements" located in the Dredging Region Section(s) were used to make this determination.

b. The nominal dredge production rates listed in this solicitation were conservatively estimated based on an average "Standard" cross-sectional quantity of material for this solicitation's dredging regions, which have variable and dynamic shoaling conditions. It is the bidder's responsibility to make its own assessment of the actual dredging conditions in order to prepare a bid for this work.

c. Award will be made to that responsible bidder presenting the lowest priced responsive bid in response to this solicitation, regardless of the Bid Lot used.

d. The hourly quantities shown on the bid lots (Bid Items "Dredging" and "Option Dredging") are 100% pay time hours. The actual calendar duration of the contract may vary as a result of fractional pay time. Refer to Section 35 20 23.23, paragraph entitled "Dredging and Option Dredging Items", for additional information.

1.4 BIDDER QUALIFICATIONS

A pre-award survey will be required. Before award, the apparent low bidder shall provide documentation to satisfy the following definitive responsibility criteria. The bidder must establish responsibility by providing sufficient documentation for review and approval for the following criteria: the dredge must meet the equipment requirements as stated in Section 35 20 23.23, paragraph entitled "Size and Equipment of Dredge Plant", and the dredge must be available to commence dredging within the time required in the specifications as stated in the paragraph entitled "Conditions of Contract Award". An apparent low bidder who is not able to meet the definitive responsibility criteria will be deemed non-responsible and will be ineligible for award:

Bidders shall furnish in their bid package the following:

(a) A completed "Cutterhead Dredge and Attendant Plant Data Sheet" (see Section 35 20 23.23) for the dredge the Contractor will use under this solicitation; and

(b) Documentation to prove that the dredge and attendant plant are available and not already obligated for the performance of other work which would delay commencement of dredging. If the proposed dredge and attendant plant are not currently performing work or obligated under a contract, the bidder must submit a statement that the dredge and attendant plant can commence dredging within the time required in the specifications. If the proposed dredge and attendant plant are currently performing work or obligated under a contract, the bidder must submit approved release documentation along with a statement that the dredge and attendant plant can commence dredging within the time required in the specifications. The approved release documentation

must be issued by the entity currently utilizing the dredge and attendant plant, and the documentation must clearly indicate the approved release date of the dredge and attendant plant from its current work commitment.

(i) The following timeframes for contract award and Notice to Proceed are the Government's best estimate and will be used during evaluation of the bidder's submitted availability documentation. The Government does not warrant the accuracy of the below estimated dates, and the Government will not be liable for any delay in award or issuance of Notice to Proceed, regardless of cause. These dates are for informational purposes only and do not create any legal obligation on the part of the Government.

(ii) It is anticipated that contract award will be made within 5 to 7 calendar days after the bid opening date.

(iii) It is anticipated that Notice to Proceed will be issued within 1 to 3 calendar days after receipt of performance and payment bonds from the successful bidder.

If the apparent low bidder fails to furnish the "Cutterhead Dredge and Attendant Plant Data Sheet" or the availability documentation within his/her bid package, the apparent low bidder will have 24 hours after the time of the bid opening to provide the Contracting Officer the documents. If the apparent low bidder fails to furnish the proper documentation within 24 hours after the time of the bid opening, the respective bidder will be declared non-responsible and the next apparent low bidder will be evaluated as stated in the paragraphs below.

Upon receipt of the apparent low bidder's completed "Cutterhead Dredge and Attendant Plant Data Sheet" for the dredge that will be used to perform work under this solicitation, the "Cutterhead Dredge and Attendant Plant Data Sheet" will be evaluated to ensure that the dredge meets the equipment requirements as stated in Section 35 20 23.23, paragraph entitled "Size and Equipment of Dredge Plant". Upon receipt of the apparent low bidder's availability documentation, the availability documentation will be evaluated to ensure that the dredge can commence dredging within the time required in the specifications.

If, after review, the Government determines that the submitted documents satisfy the equipment requirements and the availability requirement, the Government will proceed with award of the contract to the apparent low bidder provided all other requirements for award have been satisfied.

If, after review, the Government determines that the submitted documents do not satisfy the equipment requirements or the availability requirement, the Government will give the apparent low bidder 24 hours to resubmit the documents.

If, after a second review, the Government determines that the submitted documents do not satisfy the equipment requirements or the availability requirement, the Government will declare the apparent low bidder to be non-responsible. The Government will thereafter perform the described pre-award survey on the next apparent low bidder and will do so with each successive apparent low bidder until it is determined that an apparent low bidder has submitted documents that satisfy the equipment requirements and the availability requirement. The apparent low bidder that does satisfy the equipment requirements and the availability requirement will be deemed

responsible and eligible for award provided all other requirements for award have been satisfied.

1.5 CONDITIONS OF CONTRACT AWARD

a. Award will be made as a whole to one bidder. The dredge and attendant plant offered in the bidding schedule shall be complete with full operating personnel and in operating status for the contract period. EM 385-1-1, Chapter 19, "Floating Plant and Marine Activities" shall be complied with at all times. NOTE: All work under these specifications shall be performed in accordance with the provisions of EM 385-1-1 "Army Corps of Engineers Safety and Occupational Health Requirements Manual", latest edition.

b. The Government may award the contract at the total bid price, comprised of the base items and option item(s); however, the Government is not obligated to exercise any option item(s).

c. The number of hours stated in the bidding schedule is an estimated quantity. The dredge and attendant plant will be retained for an approximate number of days shown in the table below starting no later than 240 hours after issuance of the Notice to Proceed.

APPROXIMATE DREDGE CONTRACT DURATION

Bid Lot	Dredge Discharge Size (ID, Inches)	Submerged Pump	Approximate Number of Contract Days for Item 0002	Approximate Number of Contract Days for Option Item 0003
1	27	NO	73	73
2	27	YES	68	68
3	30 or greater	NO	63	63
4	30 or greater	YES	58	58

The time required for completion of the contract shall be established as the number of calendar days listed in the column entitled "Approximate Number of Contract Days for Item 0002" for the applicable bid lot. In the event Option Item 0003 is fully exercised under the terms of the contract, the time required for completion of the contract shall be extended by the number of calendar days listed in the column entitled "Approximate Number of Contract Days for Option Item 0003" for the applicable bid lot. In the event Option Item 0003 is partially exercised, the contract completion date shall be extended using the following formula:

[(partial option hours exercised)/(option hours listed in bid schedule for applicable bid lot)] x (calendar days listed in column "Approximate Number of Contract Days for Option Item 0003" for

applicable bid lot)

d. The bidder shall be capable of providing for assignment of the dredge and all attendant plant, complete and in full operating condition in all respects, and to commence dredging no later than 240 hours after issuance of the Notice to Proceed.

1.6 OTHER BIDDER REQUIREMENTS

a. Bidders shall register in the System for Award Management (SAM) database in accordance with FAR 52.204-7-NOV 2024.

b. Bidders shall use Rapid Vendor Payment. See the following web based instructions for the submission of invoices:

https://www.mvn.usace.army.mil/Business-With-Us/Contracting/Rapid-Vendor-Payment/

c. Bidders shall provide sufficient documentation for review and approval that its dredge meets the appropriate production rate for the dredging region, as listed in the chart in the paragraph entitled "Minimum Production Rate Requirements" located in the Dredging Region Section(s). The Contractor must prove that the proposed dredge has performed at, or above, the listed production rate for a minimum of 30 days on a single contract within three years prior to the bid opening date of this solicitation. Failure to establish the dredge's capability to meet the required production rate will result in a finding of non-responsibility.

1.7 PRE-AWARD INSPECTION OF PLANT

a. The apparent low bidder shall make the dredge and attendant plant available for inspection, to determine compliance with these specifications, as soon as practicable after bids are opened, and prior to contract award. If deficiencies are found during the inspection, the bidder will be notified in writing, which may be transmitted by email or facsimile. Upon receipt of such notice, the bidder shall correct all deficiencies at least two calendar days in advance of the projected contract award date.

b. Two calendar days before the projected award date, or upon notification by the bidder that the deficiencies have been corrected, a Government representative will re-inspect the dredge and attendant plant. If at that time the dredge and attendant plant do not meet the requirements of these specifications, the bidder will be rejected as non-responsible.

c. The Government may choose to waive the pre-award inspection. Waiver of the pre-award inspection does not relieve the bidder from the requirement to provide a dredge and attendant plant in full compliance with the specifications. By bidding on this solicitation, the bidder is stating that the provided dredge and attendant plant is in full compliance with the specifications and can perform all requirements as stated in the specifications.

1.8 OPTION ITEMS

a. The Government may require the delivery of, in whole or part, any Option Items. The Government may exercise an Option Item by written notice to the Contractor at any time after Notice to Proceed and up to

three calendar days prior to the estimated completion date of the base line item or any previously exercised option. If the Government activates the Option Item, the activation will occur while the Contractor's equipment is in the work vicinity as described in the applicable Dredging Region Section(s). If Option Dredging Item work is exercised, it shall be performed as a continuance of Dredging Item work, which shall be activated first.

b. No additional mobilization/demobilization will be paid to the Contractor for Option Item work performed within the work region. The Contractor shall commence performance of optional work no more than three calendar days after the time the Contractor receives the Government's Notice to Proceed with the optional work.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

-- End of Section --

Bid Bond (See Instructions on Page 3)	Date Bond Executed (Must Not Be Later Than Bid Opening Date)	**OMB Control Number: 9000-0001** **Expiration Date: 1/31/2027**

Principal (Legal Name And Business Address)	Type Of Organization ("X" One) ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐ Other (Specify)
	State Of Incorporation

Surety(ies) (Name And Business Address)

Penal Sum Of Bond					Bid Identification	
Percent Of Bid Price	Amount Not To Exceed				Bid Date	Invitation Number
	Million(s)	Thousand(s)	Hundred(s)	Cents		
					For (Construction, Supplies Or Services)	

Obligation:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

Conditions:

The Principal has submitted the bid identified above.

Therefore:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the Principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the Surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

Witness:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

Principal

Signature(s)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
Name(s) And Title(s) (Typed)	1.	2.	3.	

Individual Surety(ies)

Signature(s)	1. (Seal)	2. (Seal)
Name(s) (Typed)	1.	2.

Corporate Surety(ies)

Surety A	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety B	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety C	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety D	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		

Surety E	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety F	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety G	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		

Instructions

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the Liability Limit block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)." In the space designated "Surety(ies)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0001. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.

Section 00 21 00 - Instructions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.214-3	Amendments to Invitations for Bids. (Deviation 2026-O0038)	2026-02		
52.214-4	False Statements in Bids.	1984-04		
52.214-5	Submission of Bids. (Deviation 2026-O0038)	2026-02		
52.214-6	Explanation to Prospective Bidders.	1984-04		
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids. (Deviation 2026-O0038)	2026-02		
52.214-12	Preparation of Bids.	1984-04		
52.214-34	Submission of Offers in the English Language.	1991-04		
52.214-35	Submission of Offers in U.S. Currency.	1991-04		
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation 2026-O0038)	2026-02		

52.225-10	Notice of Buy American Requirement-Construction Materials.	2014-05

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.216-1	Type of Contract. (Deviation 2026-O0038)	2026-02		

Type of Contract (Feb 2026) (Deviation 2026-O0038)

The Government contemplates award of a firm fixed price[Contracting Officer insert specific type of contract] contract resulting from this solicitation.

(End of provision)

52.228-1 Bid Guarantee. 1996-09

Bid Guarantee (Sept 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or $3,000,000.00, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.252-1	Solicitation Provisions Incorporated by Reference.	1998-02

Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

_____[Insert one or more Internet addresses]

(End of provision)

52.252-3	Alterations in Solicitation.	1984-04

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

____ ____ ____

(End of clause)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any ____[insert regulation name](48 CFR Chapter____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section 00 22 00 - Supplementary Instructions by Full Text

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

1.6 EVALUATION OF OPTIONS (FAR 52.217-5 - JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

-- End of Section --

Section 00 45 00 - Representations and Certifications

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.229-12	Tax on Certain Foreign Procurements.	2021-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-	2023-06		

Representation.

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-2	Certificate of Independent Price Determination.	1985-04		

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision ____[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation 2026-O0038)	2026-02

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction

under any Federal Law (Feb 2026) (Deviation 2026-O0038)

(a) The Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.214-14	Place of Performance-Sealed Bidding.	1985-04

Place of Performance-Sealed Bidding (Apr 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, [ ] intends, [ ]

does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, State, County, ZIP Code)
Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

____ ____
____ ____

(End of provision)

52.219-2	Equal Low Bids. (Deviation 2026-O0038)	2026-02

Equal Low Bids (Feb 2026) (Deviation 2026-O0038)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

_____ _____

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05		

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Section 00 70 00 - Conditions of the Contract

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.222-3	Convict Labor. (Deviation 2026-O0038)	2026-02		
52.222-7	Withholding of Funds. (Deviation 2026-O0038)	2026-02		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.217-7	Option for Increased Quantity-Separately Priced Line Item.	1989-03		

Option for Increased Quantity-Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule

as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within at any time after Notice to Proceed and up to three calendar days prior to the estimated completion date of the basic line item or any previously exercised option. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

Note: The word "schedule" in this clause refers to the bidding schedule.

52.219-28	Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02

Alternate I (Feb 2026) (Deviation 2026-O0038). As prescribed in 19.101(a)(2)(iii)(B), substitute the following paragraph (g)(1) for paragraph (g)(1) of the basic clause:

(g)(1) The Contractor represents its small business size status for each one of the NAICS codes assigned to this contract.

NAICS Code	Small business concern (yes/no)
237990	yes
____	____
____	____

[Contracting Officer to insert NAICS codes.]

52.236-16	Quantity Surveys. (Alternate I)	2026-02	Alternate I	1984-04

Alternate I (Apr 1984). If it is determined at a level above that of the Contracting Officer that it is impracticable for Government personnel to perform the original and final surveys, and the Government wishes the Contractor to perform these surveys, substitute the following paragraph (b) for paragraph (b) of the basic clause:

(b) The Contractor shall conduct the original and final surveys and surveys for any periods for= which progress payments are requested. All these surveys shall be conducted under the= direction of a representative of the Contracting Officer, unless the Contracting Officer waives= this requirement in a specific instance. The Government shall make such computations as are= necessary to determine the quantities of work performed or finally in place. The Contractor shall= make the computations based on the surveys for any periods for which progress payments are= requested.
(c) The Contractor shall retain copies of all such material furnished to the Contracting Officer.

(End of Clause)

Note 1: Refer to Section 35 01 50.73 - Surveys, for details on surveying and quantity computations.

Note 2: Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount

Section 00 72 00 - General Conditions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	2014-05		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	2014-05		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	2026-02		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02		
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02		

52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02
52.213-4	Terms and Conditions-Simplified Acquisitions (Noncommercial). (Deviation 2026-O0038)	2026-02
52.214-18	Preparation of Bids-Construction.	1984-04
52.214-19	Contract Award-Sealed Bidding-Construction.	1996-08
52.214-29	Order of Precedence-Sealed Bidding.	1986-01
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02
52.222-6	Construction Wage Rate Requirements. (Deviation 2026-O0038)	2026-02
52.222-8	Payrolls and Basic Records. (Deviation 2026-O0038)	2026-02
52.222-9	Apprentices and Trainees. (Deviation 2026-O0038)	2026-02
52.222-10	Compliance with Copeland Act Requirements. (Deviation 2026-O0038)	2026-02
52.222-11	Subcontracts (Labor Standards). (Deviation 2026-O0038)	2026-02
52.222-12	Contract Termination-Debarment.	2014-05
52.222-13	Compliance with Construction	2014-05

	Wage Rate Requirements and Related Regulations.	
52.222-14	Disputes Concerning Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-15	Certification of Eligibility.	2014-05
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026. (Deviation 2026-O0038)	2026-02
52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.232-8	Discounts for Prompt Payment.	2002-02
52.232-15	Progress Payments Not Included.	1984-04

52.232-23	Assignment of Claims.	2014-05
52.232-27	Prompt Payment for Construction Contracts.	2017-01
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
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52.236-5	Material and Workmanship. (Deviation 2026-O0038)	2026-02
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52.242-14	Suspension of Work.	1984-04
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52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04
52.246-12	Inspection of Construction.	1996-08
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	1984-04

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12		
252.204-7003	Control of Government Personnel Work Product.	1992-04		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05		

252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7048	Export-Controlled Items.	2013-06
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7010	Levies on Contract Payments.	2006-12
252.236-7000	Modification Proposals--Price Breakdown.	1991-12
252.236-7002	Obstruction of Navigable Waterways.	1991-12
252.236-7008	Contract Prices--Bidding Schedules.	1991-12
252.243-7001	Pricing of Contract Modifications.	1991-12
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.219-28	Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038)	2026-02		

Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document /support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award

Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [X] is, [ ] is not a small business concern under 237990NAICS Code assigned to W912P826BA064contract number.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .]

(5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) HUBZone joint venture eligible under the HUBZone Program.[Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that It [ ] is, [ ]

is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [____Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.225-9	Buy American-Construction Materials. (Deviation 2026-O0038)	2026-02

Buy American-Construction Materials (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

Commercially available off-the-shelf (COTS) item-

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies.

However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Domestic construction material means-

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which

nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

none_____[Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable.

(A) For domestic construction material that is not a critical item or does not contain critical components.

(1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(3)(i)(A)(2) of this clause will no longer apply as of January

1, 2030.

(B) For domestic construction material that is a critical item or contains critical components.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(3)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars)*
Item 1:			
Foreign construction material.	____	____	____
Domestic construction material.	____	____	____
Item 2:			
Foreign construction material.	____	____	
Domestic construction material.	____	____	____

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.][Include other applicable supporting information.]
(End of clause)

52.228-13 Alternative Payment Protections. 2000-07

Alternative Payment Protections (July 2000)

(a) The Contractor shall submit one of the following payment protections:

_____

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within ____ days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection

when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06

Tax on Certain Foreign Procurements-Notice and Representation (Jun 2020)

(a) Definitions. As used in this provision-

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It [ ] is [ ] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [Offeror must select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

52.232-5	Payments under Fixed-Price Construction Contracts.	2014-05

Payments under Fixed-Price Construction Contracts (May 2014)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if-

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that-

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

____ (Name)

____ (Title)

____ (Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall-

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until-

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as-

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after-

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of1940 (31 U.S.C.3727 and 41 U.S.C. 6305).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under paragraph (d)(2) of this clause shall be-

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

far.gov ____ ____[Insert one or more Internet addresses]

(End of clause)

52.252-4	Alterations in Contract.	1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

____ ____ ____

(End of clause)

52.252-6	Authorized Deviations in Clauses.	2020-11

Authorized Deviations in Clauses (Nov 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any ____[insert regulation name] (48 CFR ____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.236-7001	Contract Drawings and Specifications.	2000-08		

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
____	____	____
____	____	____
____	____	____
____	____	____
____	____	____

(End of clause)

252.236-7004	Payment for Mobilization and Demobilization.	1991-12

PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) 60 percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining 40 percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a)(1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of-

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1)of this clause is not subject to appeal.

(End of clause)

Note: The term "lump sum" is synonymous with the unit of measure "job", as stated on the bid schedules and throughout the specifications.

1.2 LAYOUT OF WORK (FAR 52.236-17 - APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. the Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of replacement from any amounts due or to become due to the Contractor.

(End of Clause)

Note 1: For the purpose of this contract, the Contractor shall layout the work from Government established channel centerline and gages in lieu of baselines and benchmarks.

Note 2: For these specifications, there are no contract drawings. Refer to the dredging region section(s) for contract plates.

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7006	Wide Area WorkFlow Payment Instructions.	2023-01		

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

____

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

____

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	W916TX
Issue By DoDAAC	W912P8
Admin DoDAAC	____
Inspect By DoDAAC	____
Ship To Code	____
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	____
Service Acceptor (DoDAAC)	____
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

____

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

OBSTRUCTION OF NAVIGABLE WATERWAYS (DFARS 252.236-7002-DEC 1991)

a. The Contractor shall:

(1) Promptly recover and remove any material, plant, machinery, or appliance which the Contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;

(2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and

(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

b. The Contracting Officer may:

(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph a. of this clause; and

(2) Deduct the cost of removal from any monies due or to become due to the Contractor; or

(3) Recover the cost of removal under the Contractor's bond.

c. The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in Sections 15, 19 and 20 of the River and Harbor Act of March 3, 1899 (33
U.S.C.410 et.seq.).

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-- End of Section Table of Contents --

SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.1 SCOPE

This Section includes supplements to the Federal Acquisition Regulations (FAR) requirements. Also included are applicable Department of Defense supplements (DFARS) and USACE Acquisition Instruction (UAI) to the FAR.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 DELIVERY OF PLANT

a. Delivery of the hydraulic dredge and attendant plant and commencement of dredging shall be completed within 240 hours after issuance of the Notice to Proceed. For bidding purposes, the delivery site will be Station 570+00 of the Atchafalaya Bar Channel Dredging Region; however, the starting assignment for the dredge may require initial mobilization to any of the locations in the Dredging Region Sections, for which an equitable adjustment will be made for any additional costs under the contract clause entitled *"Changes"* (FAR 52.243-4). Upon arrival of the dredge and all of the attendant plant at the delivery site, the plant may be inspected by Government personnel to determine whether any deficiencies have developed since the time the plant was brought into compliance pursuant to the pre-award inspection. The Contractor will be notified of acceptance or rejection of the plant. The dredge will be given an assignment immediately upon acceptance and will be expected to commence work at that time. The Notice to Proceed may be issued immediately upon receipt of acceptable Performance and Payment Bonds.

b. The Contracting Officer may waive the requirement for the Pre-award Inspection of Plant listed in Section 00 10 00. Such waiver does not affect the inspection of the plant upon delivery.

3.2 PROSECUTION, OPTION AND COMPLETION

a. The estimated completion time of the contract will initially be determined as the date and time obtained by adding the hours in the "Dredging" Payment Item to the date and time that the Contractor began start of pay time hours. During the course of work, the completion time may change as a result of fractional pay time (refer to Section 35 20 23.23, paragraph entitled "Dredging and Option Dredging Items") and/or award of option hours or any portion thereof.

b. This contract shall extend for an approximate duration as described in Section 00 10 00, paragraph entitled "Conditions of Contract Award". If all necessary work is completed prior to the approximate duration completion time, the Government will release the dredge and declare the contract complete.

c. Upon completion of the specified work, the dredge and attendant plant will be released to the Contractor at the location of the last assignment. It should be noted that the location of the last assignment could be in another region within the New Orleans District as described in Section 35 20 23.23, paragraph entitled "Dredging in Secondary Regions". All cost of final demobilization will be paid as stated in Section 35 20 23.23, paragraph entitled "Measurement and Payment". No other payment will be made.

d. If the Contracting Officer so notifies the Contractor of the Government's intent to exercise an option, in whole or part, the Contractor shall continue work on that part of the option hours specified by the Contracting Officer at the option unit price specified in the bidding schedule, subject to the provisions of Section 35 20 23.23, paragraph entitled "Dredging and Option Dredging Items". Any exercise of the option in part does not obligate the Government to the full extent of the option.

3.3 CONTRACTOR PERFORMANCE EVALUATIONS - CONSTRUCTION

In accordance with the provisions of Subpart 36.201/42.1502(e) (Evaluation of Contractor Performance) of the Federal Acquisition Regulation (FAR), construction contractor's performance shall be evaluated throughout the performance of the contract. The United States Army Corps of Engineers (USACE) follows the procedures outlined in Engineering Regulation 415-1-17 to fulfill this FAR requirement. For construction contracts awarded at or above $700,000.00, the USACE will evaluate contractor's performance and prepare a performance report using the Contractor Performance Assessment Reporting System (CPARS), which is now a web-based system. After an evaluation (interim or final) is written up by the USACE, the Contractor will have the ability to access, review and comment on the evaluation for a period of 30 days. Accessing and using CPARS requires specific software, called PKI certification, which is installed on the user's computer. The certification is a Department of Defense requirement and was implemented to provide security in electronic transactions. The certification software could cost approximately $110 - $125 per certificate per year and is purchased from an External Certificate Authorities (ECA) vendor. Current information about the PKI certification process and for contacting vendors can be found on the web site: http://www.cpars.gov. If the Contractor wishes to participate in the performance evaluation process, access to CPARS and PKI certification is the sole responsibility of the Contractor.

3.4 CONSTRUCTION AND ARCHITECT-ENGINEER (A-E) CONTRACTS (UAI 5131.105)

(d)(2)(i)(B) In accordance with FAR 31.105(e)(1)(E), for the predetermined schedule of construction equipment use rates, use Engineer Pamphlet (EP) 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule.

(End of special contract requirement)

Note 1: Costs for repairs or overhauling are not allowed.

Note 2: A copy of the "EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE" (Region III) can be obtained from the following website: https://www.publications.usace.army.mil/Portals/76/Users/182/86/2486/EP%201110-1-8_RV1-12.pdf?ver=x6psY-gBPGg5dSOqQdjEMg%3d%3d

3.5 VETERANS EMPLOYMENT EMPHASIS FOR U.S. ARMY CORPS OF ENGINEERS CONTRACTS (UAI 5122.1302-100)

In addition to complying with the requirements outlined in FAR Part 22.13, FAR Provision 52.222-38, FAR Clause 52.222-35, FAR Clause 52.222-37, DFARS 222.13 and Department of Labor regulations, U.S. Army Corps of Engineers (USACE) contractors and subcontractors at all tiers are encouraged to promote the training and employment of U.S. veterans while performing under a USACE contract. While no set-aside, evaluation preference, or incentive applies to the solicitation or performance under the resultant contract, USACE contractors are encouraged to seek out highly qualified veterans to perform services under this contract. The following resources are available to assist USACE contractors in their outreach efforts:

U.S. Department of Labor Veterans' Employment and Training Service (VETS): https://www.dol.gov/vets/

Federal Veteran Employment Information: www.fedshirevets.gov/index.aspx

Veterans Opportunity to Work (VOW) Program: http://benefits.va.gov/vow/

U.S. Army Warrior Care Recovery Coordination Program Education and Employment Initiative (E2I): https://warriorcare.dodlive.mil/Care-Coordination/Education-Employment-Initiative/

Hiring Our Heroes Initiative: www.uschamberfoundation.org/hiring-our-heroes

(End of special contract requirement)

3.6 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK - CONSTRUCTION (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the days described in Section 00 10 00, paragraph entitled "Conditions of Contract Award". The time stated for completion shall include final cleanup of the premises.

(End of condition)

Note: The term "commence work" in this clause refers to commence dredging.

3.7 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The conditions, Differing Site Conditions, and Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Mr. Brain Cagle, LAO
Address: 100 Asma Blvd Ste 300, Lafayette, LA 70508
Telephone: (337) 291-3007

3.8 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

-- End of Section --

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PART 3 EXECUTION (Not Used)

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Utility Summary Sheet

-- End of Section Table of Contents --

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for administrative requirements as specified herein. All costs for the work covered under this section shall be distributed throughout the existing bid items, except as stated in the paragraph entitled "Accommodations and Meals for Inspectors".

1.2 ACCOMMODATIONS AND MEALS FOR INSPECTORS

a. The Contractor shall furnish to Government Inspectors on board the dredge or other craft upon which they are employed a suitable separate room approximately 150 square feet in size for a Corps of Engineers field office. In the event that the dredge or other suitable craft with office facilities is not on site upon commencement of construction operations, the Contractor shall arrange for temporary office facilities on shore at a convenient location in the vicinity of the project. The room shall be fully equipped and maintained to the satisfaction of the Contracting Officer; it shall be properly heated, ventilated, air conditioned, and lighted, shall have sufficient electrical outlets with power surge protection to power a laptop computer and printer, shall have a desk which can be locked, and a drafting table measuring at least four feet by six feet (subject to room size suitability), a comfortable chair for each inspector, washing conveniences and daily janitorial services. The Contractor shall provide at least one cellular telephone and one satellite telephone aboard the dredge. The telephones shall be available to Government personnel for conducting official Government business 24 hours per day, seven days per week. The Contractor shall provide the Inspector's office with a cellular wireless Broadband / WiFi 802.11n capable router that accepts cellular data signals through satellite. The high speed internet service and associated equipment must be capable of providing adequate connection to allow the inspectors to import / export files through RMS (shall provide a minimum download speed of 10 Mbps and a minimum upload speed of 1.5 Mbps for the sole use of the Inspector). The Contractor shall field verify that the service provider chosen has adequate continuous coverage throughout the site of work. The Contractor shall be responsible for the installation, maintenance of, and the monthly service fees necessary to provide continuous high speed internet service for the duration of the contract. Final approval of the plant will not be made until this equipment is installed and in good working order. Should the Contractor have a photocopy machine on the jobsite, the Contractor may allow the use of his own in lieu of providing a separate machine for use by the Government Inspector. All costs for furnishing, equipping, and maintaining the accommodations shall be included in the contract unit price per hour in the "Dredging" and "Option Dredging" items on the bidding schedule. If the Contractor fails to meet these requirements, the accommodations referred to above will be secured by the Contracting Officer, and the cost thereof will be deducted from payments to the Contractor.

b. If the Contractor maintains on this work an establishment for the subsistence of his/her own employees, he/she shall, when required, furnish to inspectors employed on the work, and to all Government agents who may visit the work on official business, meals of quality satisfactory to the Contracting Officer. All meals shall be available for purchase, by the Government's inspectors and agents, at the cost not to exceed $3.25 per person for each meal.

c. Smoking shall not be allowed inside the lever room while occupied by Government personnel.

1.3 SEAWORTHINESS CERTIFICATION

All dredges and quarter boats not subject to USCG inspection and certification or not having a current American Bureau of Shipping (ABS) classification shall be inspected in the working mode annually by a marine surveyor accredited by the National Association of Marine Surveyors (NAMS) or the Society of Accredited Marine Surveyors (SAMS) and having at least five years experience in commercial marine plant and equipment. All other plant shall be inspected annually by a qualified person. The inspection shall be documented, and a copy of the most recent inspection report shall be posted in a public area on board the vessel and a copy shall be furnished to the designated authority upon request. The inspection shall be appropriate for the intended use of the plant and shall, as a minimum, evaluate structural integrity and compliance with NFPA 302, Fire Protection Standard for Pleasure and Commercial Motor Craft. See EM 385-1-1, Chapter 19-5.

1.4 ENVIRONMENTAL LITIGATION

a. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, then the Contracting Officer or his/her authorized representative, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier and required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier, other than as required by the terms of this contract, then such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer or his/her authorized representative in the administration of this contract under the terms of the "Suspension of Work" (FAR 52.242-14). The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

b. The term "environmental litigation", as used herein, means a lawsuit alleging that the work has an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

1.5 STATE TAXES

a. The bid submitted shall not include any amount whatever for payment of any of the following taxes, fees or charges:

(1) The Louisiana "Severance Tax" imposed by LSA R.S. 47:631 and

made applicable to the dredging of fill material from rivers and bodies of water within the State of Louisiana by the Severance Tax Regulations promulgated by the Collector of Revenue dated 31 March 1968.

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

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

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

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

1.6 RIGHTS-OF-WAY

a. The rights of entry required for the work to be constructed under this contract, within the rights-of-way limits indicated on the plates, have been obtained by the Government and are provided without cost to the Contractor. The Contractor shall make its own investigations to determine the conditions, restrictions, and difficulties, which may be encountered in the transportation of equipment and material to and from the work site. The proposed work, including rights-of-way, as defined by these specifications and as shown on the plates, is in compliance with all applicable Federal and state environmental laws and regulations. Upon completion of the Contractor's work, rights-of-way furnished by the Government shall be returned to its original condition prior to construction unless otherwise noted.

b. If the Contractor proposes a deviation from the Government furnished rights-of-way for his convenience, the Contractor shall notify the Contracting Officer or their representative in writing. The Contractor shall not provide any permanent rights-of-way for the project. The Contractor is cautioned that any deviation to the Government furnished rights-of-way is subject to all applicable Federal and state environmental laws and regulations. Compliance with these environmental laws and regulations may require additional National Environmental Policy Act (NEPA) documents, cultural resources surveys, coordination with the Louisiana State Historical Preservation Officer, water quality certification, modification of the Federal consistency determination, etc. The Government is ultimately responsible for environmental compliance; therefore, the Government will determine the

additional environmental coordination and documentation necessary for a proposed deviation to the Government furnished rights-of-way. For any environmental investigations the Government is to perform on areas outside of Government furnished rights-of-way, the Contractor shall provide sufficient rights of entry to the Government. The Contracting Officer will advise the Contractor of the additional environmental coordination and documentation that must be completed. The Government shall be responsible for any additional environmental compliance; however, the Contractor may conduct specific tasks identified by the Government. The Government will offer advice and assistance to the Contractor in conducting these tasks. Depending on the environmental impact of the proposed deviation, obtaining the coordination and documentation may not be approved or could take as much as 180 days for approval by the Government. The Government must review, approve, and ensure distribution of all environmental compliance documentation and ensure all comments on the same have been resolved before any utilization of any areas outside of the Government furnished rights-of-way. The Contractor shall reimburse the Government for actual expenses incurred for assistance in completing or attempting to complete additional environmental coordination and documentation, which expenses will not exceed one hundred thousand ($100,000) dollars. There is no guarantee that environmental compliance will be obtained; therefore, the Contractor shall assume all risks and liabilities associated with pursuing a deviation. Any delays resulting from the deviation and/or the environmental coordination and documentation shall not be made the basis of any Contractor claim for increase in the contract cost and/or increase in contract time. Deviations will be at Contractor's sole risk and liability, including, but not limited to, such liabilities associated with items such as hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et. seq.), and at no cost to the Government. Government assistance in obtaining additional environmental clearances does not relieve the Contractor of responsibility for complying with other Federal, state or local licenses and permits.

c. Additional rights-of-way requirements specific to a particular dredging region will be located in the applicable Dredging Region Section(s).

1.7 MOBILIZATION OF ATTENDANT PLANT

Pursuant to Section 00 73 00, paragraph entitled "Delivery of Plant", mobilization of all attendant plant, if required, shall be concurrent with dredge mobilization. Failure to timely mobilize such auxiliary/attendant plant may result in one or more of the following actions by the Contracting Officer or his/her authorized representative: reasonable suspension (without Government cost) of work until required plant is provided and/or formulation of credit to offset deficient plant. The Government's rights under any other Contract Clause are preserved.

1.8 OBSTRUCTION OF CHANNEL

The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act of 8 August 1917. The Contractor will be required to conduct the work in such a manner as to obstruct navigation as little as possible, and in the case the Contractor's

plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion of the work, the Contractor shall promptly remove its plant, including ranges, buoys, piles, and other markers placed under this contract in navigable waters or on shore.

1.9 WORK BY OTHERS

The Government may award other contracts for additional work in the area, or undertake work with its own personnel and equipment. The Contractor shall fully cooperate with such Contractors or Government forces and shall neither commit nor permit any act that may interfere with the performance of work by any other Contractor or Government forces.

1.10 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for ensuring that all its employees strictly comply with all laws that may apply to operations under this contract. Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor. The Contractor assumes full responsibility for the safety of its employees, plant, and materials and for any damage or injury done by or to them from any source or cause, except damage caused by negligent acts of the Government, its officers, agents, or employees. Such damages will be the responsibility of the Government in accordance with applicable Federal laws. The terms "officer", "agent", and "employee" of the Government do not include persons in the employ of the Contractor and whose services have been furnished to the Government. The Contractor shall be responsible for the dredge, attendant plant, and all additional equipment used for this contract. Should any of the aforementioned or parts thereof fall overboard or sink within the dredging region, the Contractor shall develop a plan to recover the sunken equipment or parts thereof at no additional cost to the Government. The Government will not be responsible to recover or assist in the recovery of the Contractor's sunken equipment or parts thereof.

1.11 SUPERVISION

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor. Inspectors appointed by the Contracting Officer will enforce strict compliance with the terms of the contract. The inspectors will keep a record of the work done, but neither the presence nor absence of inspectors shall relieve the Contractor of responsibility for the proper execution of the work in accordance with the contract and directives issued by the Contracting Officer.

1.12 AS-BUILT DRAWINGS

The Contractor will be furnished one set of plates for use in the preparation of properly scaled "As-Built" drawings. The Contractor shall submit an entire set of "As-Built" drawings, regardless of whether or not any dredging, disposal, or changes were made on those plates. The "As-Built" drawings shall be a record of the construction as completed by the Contractor. "As-Built" drawings shall include the following:

a. A cover page that includes the project title, contract number and Contractor;

b. A dredging summary sheet that includes the following (at a minimum): dredging regions dredged, dredge name, dates dredged per each dredging region, credited yardage per each dredging region, gross yardage per each dredging region, and gross yardage per each disposal location. If multiple dredges were used, the information above shall be listed separately for each dredge;

c. A Utility Summary Sheet that lists every utility (for both the dredging channel and disposal areas). For every utility, the following verified information shall be provided: C/L station, C/L XY-coordinate, right descending bank toe XY-coordinate, left descending bank toe XY-coordinate, minimum elevation, all horizontal information required to determine actual alignments of all utilities, utility size, utility type, and POC information. In the notes column, state whether the utilities were dredged over, disposed on, skipped (state reason why), and any issues with the utility owner. A sample utility summary sheet is included at the end of this section. If the Contractor worked in multiple dredging regions, the Contractor shall fill out a separate utility summary sheet for each dredging region. The Contractor shall also submit a copy of all utility as-builts, surveys, etc., received from the utility owner. All utility as-builts shall be labeled such that each as-built has the current owner's name and pipeline location (C/L Station and Mile #) on it;

d. All information shown on the contract plates and a record of all completed work, including any deviations, modifications or changes from those plates, however minor, which may have been incorporated into the work;

e. Neat line and actual quantity by reach of dredging;

f. All additional work not appearing on the contract plates; and

g. Each various feature of work performed shall be distinguishable by color coding and/or symbology. As a minimum the following features shall be depicted on the as-built drawings:

(1) Reaches of channel dredged, including gross and net yards, and dates dredged.

(2) Contract number, Contractor, and dredge name.

(3) Disposal locations used, including gross yardage placed by site.

(4) Utility locations (for both the dredging channel and disposal areas) as verified by owners, including station, C/L XY-coordinate, minimum elevation, utility size, utility type, and POC information.

(5) Before and after dredging channel cross sections overlaid with the required dredging template.

(6) Disposal area surveys and discharge points where applicable.

(7) Dredge discharge pipeline locations, including the type(s) of pipeline used and the maximum length of discharge pipeline used at each location.

(8) Flotation channels and pipeline access corridors utilized.

(9) Locations of channel markers, buoys, and day markers as required under the preliminary field surveys.

(10) Changes or modifications issued during the course of the contract.

The Government reserves the right to direct additional requirements. The Contractor shall submit the draft as-builts for review by email in PDF format to the respective area office personnel. Upon approval/acceptance of the draft as-builts, the Contractor shall submit the final as-builts in both CADD and PDF format into RMS as a closeout submittal. Failure to submit final as-built drawing files as specified shall be cause for withholding any payment due to the Contractor under this contract. Approval and acceptance of final as-built drawings shall be accomplished before final payment is made to the Contractor.

1.13 FUEL CONSUMPTION REPORTING REQUIREMENTS

On the first day of each month, the Contractor shall furnish to the Government Inspector a report of the quantities of fuel consumed during the previous month in execution of the work covered by the contract. The quantities reported shall include fuel consumed by the Contractor and all of his/her subcontractors for the main plant and all support plant during the preceding month. This information is to be included in the Report of Operations - Pipeline, Dipper or Bucket Dredges, MVN Form 4267.

1.14 GENERAL SECURITY REQUIREMENTS AND GUIDANCE

The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The COR will develop and implement site-specific risk measures to maintain positive control of all contractors (Access-Screening Training Records) and be technically proficient in AT/OPSEC. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer's Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health

Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures, which includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

1.15 SUSPICIOUS ACTIVITY REPORTING TRAINING (e.g. iWATCH, CorpsWatch, or See Something, Say Something)

All contract personnel shall receive initial and annual refresher training from the Requiring Activity (RA) representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative, or law enforcement entity.

1.16 PRE-SCREEN CANDIDATES USING E-VERIFY PROGRAM

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

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

-- End of Section --

Contract #: _____ Date submitted: _____

Dredge Name: _____

Name of Dredging Region: _____

Dredging Region Start Date: _____ , Dredging Region End Date: _____

Note: The Contractor shall fill out one sheet for each dredging region.

Utility Summary Sheet									
C/L Station/Mile #	C/L X, Y Coordinate	RDB Toe X, Y Coordinate	LDB Toe X, Y Coordinate	Minimum Elevation	Size and Type of Utility	Is the utility line properly marked with signage (yes/no) by the utility owner? If no, what is the deficiency	Owner Name	Owner Point of Contacts (email address, phone number, and physical address)	Notes: (e.g. - was line dredged over, disposed on, skipped (discuss reason why), any issues with owner, etc)

Note: The Contractor shall fill out one sheet for each dredging region.

Version: Dec 2025

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PART 2 PRODUCTS (Not Used)

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ATTACHMENTS:

Transmittal Form (ENG Form 4025-R)

Submittal Register (ENG FORM 4288-R)

-- End of Section Table of Contents --

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections.

Units of weights and measures used on all submittals shall be the same as those used in the contract.

Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements.

Each submittal shall be submitted with its complete backup material.

1.2 DEFINITIONS

1.2.1 Submittal Identification Definitions

Drawings

Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.

Data

Submittals that provide calculations, descriptions, or documentation regarding the work.

Samples

Samples, including both fabricated and unfabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.

Schedules

Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

Reports

Reports of inspections or tests, including analysis and interpretation of test results.

Certificates

Statement signed by an official authorized to certify on behalf of the

manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of the contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements that are being certified.

Instructions

Preprinted material describing installation of a product, system or material, including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.

Statements

A document, required of the Contractor, or through the Contractor, from a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verifications of quality.

Operation and Maintenance Manuals

Data that forms a part of an operation and maintenance manual.

Records

Documentation to record compliance with technical or administrative requirements.

1.3 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for submittal requirements as specified herein. All costs for the work covered under this section shall be distributed throughout the existing bid items. Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.4 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.4.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction" (FAR 52.236-21), they are considered to be "shop drawings". Any reference to Government approval by the Contracting Officer (CO) includes the approving authority of the CO, the Administrative Contracting Officer (ACO), or the Contracting Officer's Representative (COR).

1.4.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.5 SUBMITTAL PREPARATION

1.5.1 General

The Contractor shall submit all items listed on the Submittal Register (ENG Form 4288-R) or specified in the other sections of these specifications. The Contractor shall make submittals as required by the specifications. Submittals shall be made to the respective Area Office address listed in the provision entitled "Site Visit Construction" (FAR 52.236-27). Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

1.5.2 Procedures

Procedures for submittals will be stipulated by the Contracting Officer or his/her authorized representative after Notice to Proceed is issued.

1.6 TRANSMITTAL FORM (ENG FORM 4025-R)

The sample Transmittal Form (ENG Form 4025-R) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or plate number of the contract plates pertinent to the data submitted for each item.

1.7 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

1.8 DEVIATIONS

For submittals that include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025-R shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

1.9 SUBMITTAL REGISTER (ENG FORM 4288-R)

The sample Submittal Register (ENG FORM 4288-R) at the end of this section lists items of equipment and materials for which submittals are required by the specifications; this list may not be all-inclusive and additional submittals may be required. Columns "c" thru "r" have been completed by the Government. The Contractor shall complete columns "a", "b", and "s" thru "x", and submit the completed register to the Contracting Officer within 14 calendar days after Notice to Proceed for approval. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated. The Contractor is responsible for maintaining an effective submittal control system by reviewing, updating, and submitting updated copies of the register to the Contracting Officer every 30 days.

1.10 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delays, damages or time extensions will be allowed for time lost in late submittals.

1.11 CONTROL OF SUBMITTALS

The Contractor shall carefully control its procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "SUBMITTAL REGISTER".

1.12 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval via RMS. Any additional instructions will be provided by the Administrative Contracting Officer.

1.13 DISAPPROVED SUBMITTALS

The Contractor shall respond to all concerns expressed by the Contracting Officer and promptly make any corrections necessary to address those concerns. The Contractor shall promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause entitled "Changes" (FAR 52.243-4) shall be given promptly to the Contracting Officer.

1.14 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error that may exist; the Contractor is responsible for dimensions, the design of adequate connections and details, and the satisfactory

construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.15 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements is to be similar to the following:

CONTRACTOR

(Firm Name)

_____ Approved

_____ Approved with corrections as noted on submittal data and/or attached sheet(s)

SIGNATURE: _____

TITLE: _____

DATE: _____

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

-- End of Section --

SUBMITTAL REGISTER

(ER 415-1-10)

CONTRACT NO.

TITLE AND LOCATION
Atchafalaya River Bay, Bar, and Crewboat Cut Cutterhead Dredge No. 1-2026

CONTRACTOR

SPECIFICATION SECTION

ACTIVITY NO	TRANS-MITTAL NO	ITEM NO	SPECIFICATION SECTION NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL											CLASSI-FICATION		REVIEWER	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS
					DATA	DRAWINGS	INSTRUCTIONS	SCHEDULES	STATEMENTS	REPORTS	CERTIFICATES	SAMPLES	RECORDS	O&M MANUALS		INFORMATION ONLY	GOVERNMENT APPROVED		SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	DATE	SUBMIT TO GOVERN-MENT	CODE	DATE	
a.	b.	c.	d.	e.	f.	g.	h.	i.	j.	k.	l.	m.	n.	o.		p.	q.	r.	s.	t.	u.	v.	w.	x.	y.	z.	aa.
		1	01 30 00	As-Built Drawings	X	X											X	LAO ODT-D (James)									
		2	01 35 26	Accident Prevention Program	X				X								X	SS									
		3	01 45 00.15 10	Quality Control Plan	X												X	LAO									
		4	01 57 20.00 10	Environmental Protection Plan	X												X	ODT-E (Corbino)									
		5	01 57 20.00 10	Plan for Dredging and Disposal in the ADWMA	X												X	LAO ODT-E (Corbino)									
		6	01 57 20.00 10	Bird Nesting Prevention Plan	X												X	LAO ODT-E (Corbino)									
		7	35 01 50.73	Plan for Verification of Survey Equipment	X												X	LAO ODT-C (Oakman)									
		8	35 01 50.73	Calibration of Fathometer	X											X		LAO ODT-C (Oakman)									
		9	35 01 50.73	Calibration of Horizontal Positioning Equipment	X											X		LAO									
		10	35 01 50.73	Before and After Dredging Cross Sections	X	X											X	LAO									
		11	35 01 50.73	Before and After Disposal Area Surveys	X	X											X	LAO ODT-E (Corbino)									
		12	35 01 50.73	Quantity Computations	X												X	LAO									
		13	35 01 50.73	Acceptance Profiles	X	X											X	LAO									
		14	35 20 23.23	Aerial Photography Documentation													X	LAO ODT-E (Corbino)									
		15	35 20 23.23	Pump Curve(s)	X											X		ODT-D (James)									
		16	35 20 23.23	Cutterhead Dredge and Attendant Plant Data Sheet	X												X	ODT-D (James)									
		17	35 20 23.23	Plan of Operations for Utility Crossings					X							X		LAO									
		18	35 20 23.23	Utility As-Builts and Surveys Received from the Owners	X	X										X		ODT-D (James)									
		19	35 20 23.23 09 35 20 23.23 10	Disposal Plan	X												X	ODT-E Attn: Jeff Corbino									
		20	35 20 23.23 09	Access Channel Surveys	X	X										X		LAO ODT-E									

ENG FORM 4288-R, JAN 97 EDITION OF MAR 95 IS OBSOLETE. PAGE _1_ OF _1_ PAGES (PROPONENT: CEMP-CE)

NOTE: THIS REGISTER IS NOT NECESSARILY COMPLETE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING A COMPREHENSIVE REGISTER.

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE

For use of this form, see ER 415-1-10; the proponent agency is CECW-CE.

DATE	TRANSMITTAL NO.

SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS (*This section will be initiated by the contractor*)

TO:	FROM:	CONTRACT NO.	CHECK ONE: ☐ THIS IS A NEW TRANSMITTAL ☐ THIS IS A RESUBMITTAL OF TRANSMITTAL _____

SPECIFICATION SEC. NO. (*Cover only one section with each transmittal*)	PROJECT TITLE AND LOCATION	THIS TRANSMITTAL IS FOR: (*Check one*) ☐ FIO ☐ GA ☐ DA ☐ CR ☐ DA/CR ☐ DA/GA

ITEM NO. (*See Note 3*) a.	DESCRIPTION OF SUBMITTAL ITEM (*Type size, model number/etc.*) b.	SUBMITTAL TYPE CODE (*See Note 8*) c.	NO. OF COPIES d.	CONTRACT DOCUMENT REFERENCE		CONTRACTOR REVIEW CODE g.	VARIATION Enter "Y" if requesting a variation (*See Note 6*) h.	USACE ACTION CODE (*Note 9*) i.
				SPEC. PARA. NO. e.	DRAWING SHEET NO. f.			

REMARKS	I certify that the above submitted items had been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated.
	NAME OF CONTRACTOR / SIGNATURE OF CONTRACTOR

SECTION II - APPROVAL ACTION

ENCLOSURES RETURNED (*List by item No.*)	NAME AND TITLE OF APPROVING AUTHORITY	SIGNATURE OF APPROVING AUTHORITY	DATE

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.

2. Each Transmittal shall be numbered consecutively. The Transmittal Number typically includes two parts separated by a dash (-). The first part is the specification section number. The second part is a sequential number for the submittals under that spec section. If the Transmittal is a resubmittal, then add a decimal point to the end of the original Transmittal Number and begin numbering the resubmittal packages sequentially after the decimal.

3. The "Item No." for each entry on this form will be the same "Item No." as indicated on ENG FORM 4288-R.

4. Submittals requiring expeditious handling will be submitted on a separate ENG Form 4025-R.

5. Items transmitted on each transmittal form will be from the same specification section. Do not combine submittal information from different specification sections in a single transmittal.

6. If the data submitted are intentionally in variance with the contract requirements, indicate a variation in column h, and enter a statement in the Remarks block describing he detailed reason for the variation.

7. ENG Form 4025-R is self-transmitting - a letter of transmittal is not required.

8. When submittal items are transmitted, indicate the "Submittal Type" (*SD-01 through SD-11*) in column c of Section I.
   Submittal types are the following:

   SD-01 - Preconstruction SD-02 - Shop Drawings SD-03 - Product Data SD-04 - Samples SD-05 - Design Data SD-06 - Test Reports
   SD-07 - Certificates SD-08 - Manufacturer's Instructions SD-09 - Manufacturer's Field Reports SD-10 - O&M Data SD-11 - Closeout

9. For each submittal item, the Contractor will assign Submittal Action Codes in column g of Section I. The U.S. Army Corps of Engineers approving authority will assign Submittal Action Codes in column i of Section I. The Submittal Action Codes are:

   A -- Approved as submitted.
   B -- Approved, except as noted on drawings. Resubmission not required.
   C -- Approved, except as noted on drawings. Refer to attached comments. Resubmission required.
   D -- Will be returned by separate correspondence.
   E -- Disapproved. Refer to attached comments.
   F -- Receipt acknowledged.
   X -- Receipt acknowledged, does not comply with contract requirements, as noted.
   G -- Other action required *(Specify)*
   K -- Government concurs with intermediate design. (*For D-B contracts*)
   R -- Design submittal is acceptable for release for construction. (*For D-B contracts*)

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract.

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PART 2 PRODUCTS (Not Used)

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Sample Safety Signs

Sample Project Signs

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SECTION 01 35 26

GOVERNMENTAL SAFETY REQUIREMENTS

PART 1 GENERAL

1.1 SAFETY PROVISIONS

All work under these specifications shall be performed in accordance with the provisions of EM 385-1-1 "Corps of Engineers Safety and Occupational Health Requirements Manual", the latest edition. USCG Rules and regulations also are applicable.

1.2 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for governmental safety requirements as specified herein. All costs for the work covered under this section shall be distributed throughout the existing bid items.

1.3 SITE QUALIFICATIONS, DUTIES AND MEETINGS

1.3.1 Personnel Qualifications

1.3.1.1 Site Safety and Health Officer (SSHO)

1.3.1.1.1 SSHO Staffing for USACE Dredging Contracts

a. Dredging contracts may include several project sites; this contract will require a minimum of one full time level 1 SSHO(s) assigned per project site. SSHO may be level 2 or level 3 collateral duty in specific conditions listed below.

b. Example of one dredging project site is reflected in each of the following:

1) a mechanical dredge, tug(s) and scow(s), scow route, and material placement site; or

2) a hydraulic pipeline dredge, attendant plant, and material placement site; or

3) a hopper dredge (include land-based material placement site - if applicable.)

c. On individual dredging project sites with a work force of less than eight employees, the SSHO may be a level 2 or level 3 collateral duty, with the same responsibilities of a full time level 1 SSHO.

1.3.1.1.2 SSHO Requirements for Dredging

a. In addition to requirements stated elsewhere in this specification, the SSHO shall be present at the project site, located so they have full mobility and reasonable access to all major work operations, for at least one shift in each 24 hour period when work is being done. The SSHO, or Alternate SSHO, shall be available during all shifts for immediate verbal consultation and notification, either by phone or radio. The SSHO shall be

a full-time, dedicated position, except as noted above. The SSHO (level 1 and level 2) shall report to a senior project (or corporate) official.

b. The SSHO shall inspect all work areas and operations during initial set-up and at least monthly observe and provide personal oversight on each shift during dredging operations for projects with many work sites, more often for those with less work sites.

c. For projects with multiple shifts or when the SSHO is temporarily off-site, an Alternate level 2 SSHO will be assigned to ensure SSHO coverage for the project at all times work activities are conducted. The Alternate SSHO must meet the same requirements and assume the responsibilities of the project SSHO. The Alternate SSHO position may be a collateral duty.

d. If the SSHO is off-site for a period longer than 24 hours, a qualified replacement SSHO shall be provided and shall fulfill the same roles and responsibilities as the primary/initial SSHO.

1.3.1.1.3 Designated Representative (DR) Requirements for Dredging

a. Designated Representatives (DR) are level 2 or level 3 collateral duty safety personnel, with safety duties in addition to their full-time occupation, and support and supplement the SSHO efforts in managing, implementing and enforcing the Contractor's Safety and Health Program. DRs shall be individual(s) with work oversight responsibilities, such as masters, mates, fill foremen, and superintendents. DRs should not be positions requiring continuous mechanical or equipment operations, such as equipment operators.

b. A DR shall be appointed for all remote work locations more than 45 minutes travel time from the SSHO's duty location, typically including dredged material placement sites, towing and scow operations, and other operations.

c. The DRs will perform safety program tasks as designated by the SSHO and report safety findings to the level 1 or level 2 SSHO/Alternate SSHO. The SSHO shall document results of safety findings and provide information for inclusion in the CQC reports to the Government Representative on a daily basis.

1.3.1.1.4 Safety Personnel Training Requirements for Dredging

The SSHO shall meet the training and experience requirements of EM 385-1-1, Chapter 2-3.b. Level 1 SSHOs are not permitted to supervise non-safety personnel at the site of work.

1.3.1.2 Equipment Operator Authorization

The Contractor shall submit a list of designated personnel qualified and authorized to operate machinery and mechanized equipment in accordance with EM 385-1-1.

1.3.1.3 Crane/Derrick and Dragline Certification

The Contractor shall submit a copy of certification and performance test in accordance with EM 385-1-1.

1.3.2 Personnel Duties

1.3.2.1 Daily Inspections

The Contractor shall institute a daily inspection program to assure that safety requirements are being fulfilled. Reports of daily inspections shall be maintained at the jobsite. The reports shall be records of the daily inspections and resulting corrective actions. Each report shall include, as a minimum, the following:

a. Phase(s) of construction underway during the inspection.

b. Location(s) of areas where inspections were made.

c. Results of inspections shall be reported in a deficiency tracking log in accordance with EM 385-1-1, including nature of deficiencies observed and corrective action taken or to be taken, the date, and the signature of the person responsible for its contents. The Contractor shall submit to the Government a copy of the daily inspection report form that's intended to be used as part of the Accident Prevention Plan for execution of the work.

1.4 ACCIDENT PREVENTION PROGRAM

Refer to the Contract Clause entitled "Accident Prevention" (FAR 52.236-13). Within 48 hours after receipt of Notice of Award of the contract, the Accident Prevention Program shall be submitted to the Contracting Officer or his/her authorized representative for review and acceptance. The Accident Prevention Plan must include a statement that describes the: Description, Magnitude, Major Scope of Work and Location/s. The program shall be submitted in the following format:

a. The Contractor shall submit ENG Form 6206 (Activity Hazard Analysis (AHA)), ENG Form 6292 (Site-Specific Safety & Occupational Health Plan Worksheet), ENG Form 6293 (Accident Prevention Plan (APP) Worksheet), and ENG Form 6282 (Site Safety and Health Officer Designation Letter). These ENG forms can be obtained from: https://www.publications.usace.army.mil/USACE-Publications/Engineer-Forms/.

b. The Contractor shall submit a copy of company policy statement regarding accident prevention.

c. When marine plant and equipment are in use under a contract, the method of fuel oil transfer shall be included on MVN Form 385-10R, Fuel Oil Transfer. The Fuel Oil Transfer form can be obtained from: https://www.mvn.usace.army.mil/About/Offices/Safety/Safety-Forms/.

The Contractor shall not commence physical work at the site until the program has been accepted by the Contracting Officer or his/her authorized representative. The Contractor may submit its Activity Hazard Analysis only for the first phase of construction provided that it is accompanied by an outline of the remaining phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of work in each phase. Also refer to Chapters 2 and 19-8.d of EM 385-1-1.

1.5 DIVE PLAN

A Dive Plan shall be submitted as a safety submittal item of the contract Accident Prevention Plan. All contract diving operations shall be

performed in accordance with EM 385-1-1, Chapter 30. At a minimum, the dive plan shall address items in EM 385-1-1, Chapter 30-7.c.

1.6 SAFETY SIGN

The Contractor shall furnish, erect, and maintain a safety sign at the site of the work at a location directed by the Contracting Officer or his/her authorized representative. The sign shall conform to the requirements of this paragraph and the drawings included at the end of this section. The lettering shall be black, the safety circle and cross green, and the background white. When placed on a floating plant, the sign may be half size. The sign shall be erected as soon as practicable, but not later than 15 calendar days after the date established for commencement of work. The data required shall be current. The sign coordinator is Timothy Lacoste at (504) 862-2663. Upon completion of the work, the sign shall become the property of the Contractor and shall be removed from the job site. Sample Safety Signs are included at the end of this section.

1.7 PROJECT SIGN

Prior to commencement of work, the Contractor shall furnish, erect, and maintain a project sign at the site of the work at a location directed by the Contracting Officer or his/her authorized representative. The sign, which will identify the work with the Corps of Engineers, shall be 4 feet by 6 feet in size and shall conform to the requirements of this paragraph and the drawings included at the end of this section. The lettering for the 2 feet by 4 feet section of the sign with the Corps logo and Army Star shall be white, and all other lettering shall be black. Lettering for the project name shall be Helvetica Bold, and all other lettering shall be Helvetica Regular. The sign coordinator is Timothy Lacoste at (504) 862-2663. Upon completion of the work, the sign shall become the property of the Contractor and shall be removed from the job site. Sample Project Signs are included at the end of this section.

1.8 MEANS OF ESCAPE FOR PERSONNEL QUARTERED OR WORKING ON FLOATING PLANT

Two means of escape shall be provided for assembly, sleeping, and messing areas on floating plants. For areas involving ten or more persons, both means of egress shall be through standard sized doors opening to different exit routes. Where nine or fewer persons are involved, one of the means of escape may be a window (minimum dimensions 24" x 36") that leads to a different exit route than the door. Refer to Chapter 19 of EM 385-1-1.

1.9 EMERGENCY ALARMS, SIGNALS AND DRILLS

1.9.1 Alarms

Emergency alarms shall be installed and maintained on all floating plant requiring a crew where it is possible for either a passenger or crewman to be out of sight or hearing from any other person. The alarm system shall be operated from the primary electrical system with standby batteries on trickle charge that will automatically furnish the required energy during an electrical system failure. A sufficient number of signaling devices shall be placed on each deck so that the sound can be distinctively heard at any point above the usual background noise. All signaling devices shall be so interconnected that actuation can occur from at least one strategic point on each deck.

1.9.2 Signals

1.9.2.1 Fire Alarm Signals

The general fire alarm signal shall be in accordance with 46 CFR Ch. I; Subpart E. 109.503 of the US Coast Guard Rules and Regulations for Cargo and Miscellaneous Vessels, Subchapters I & Ia, 1 Oct 98 (CG 257).

1.9.2.2 Abandon Ship Signals

The signal for abandon ship shall be in accordance with paragraph 109.503(b) of the publication cited in the paragraph entitled "Fire Alarm Signals" above.

1.9.2.3 Man Overboard Signal

Hail and pass the word to the bridge. All personnel and vessels capable of rendering assistance shall respond.

1.9.3 Drills

Drills shall be in accordance with EM 385-1-1, Chapter 19-8.b.

1.10 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct its operations in accordance with U. S. Coast Guard regulations governing lights and day signals to be displayed, as set forth in Commandant, U. S. Coast Guard Instruction M16672.2C, Navigation Rules, International - Inland (COMDTINST M16672); 33 CFR 81, Appendix A (International); and 33 CFR 84 through 33 CFR 90 (Inland) as applicable.

1.11 REPORTS

1.11.1 Accident Investigation and Reporting

The reporting and associated investigation of accidents and near misses is considered a leading indicator. The Contractor shall utilize the ENG Form 3394 (Mishap Notification and Investigation) to report accidents and near misses. ENG Form 3394 can be obtained from: https://www.publications.usace.army.mil/USACE-Publications/Engineer-Forms/.

1.12 HURRICANE PLAN

A detailed plan for protection and evacuation of personnel and plant in the event of an impending hurricane or storm is required as an enclosure to the Contractor's Accident Prevention Program. This plan shall be submitted to the Contracting Officer or his/her authorized representative for review and approval as part of the Accident Prevention Plan prior to the pre-construction conference. Work being performed to satisfy the Hurricane Plan will not be measured for payment. All costs for work associated with the Hurricane Plan and providing the equipment required throughout the contract duration shall be distributed throughout the existing bid items. The plan shall include at least the following:

a. The time each phase will be put into effect. The time shall be the number of hours remaining for the storm to reach the worksite if it continues at the predicted speed and direction.

b. The safe harbor for personnel and plant specifically identified.

c. The name of the boat that will be used to move the plant, its type, capacity, speed, and availability.

d. The estimated time necessary to move the plant to the safe harbor after movement is started.

e. An on-site review by the Contractor's supervisory personnel and the Government Inspector shall be conducted at the Government Inspector's discretion.

1.13 COMPREHENSIVE HAZARD COMMUNICATION PROGRAM

The Contractor shall develop, implement, and maintain at the workplace a written, Comprehensive Hazard Communication Program (see Chapter 6 of EM 385-1-1) that includes identification of potential hazards as prescribed in 29 CFR Part 1910.1200 and/or 1926.59, effects of exposure and control measures to be used for chemical products and physical agents that may be encountered during the performance of work on this contract, provisions for container labeling, Material Safety Data Sheets, and employee training program, and other criteria in accordance with 29 CFR Part 1910.1200, 1926.59. Training shall include communication methods and systems to be used (i.e., voice, hand signals, radios or other means), and training in the use and understanding of material safety data sheets and chemical product hazard warning labels. Prior to bringing hazardous substances, as defined in 29 CFR 1910.1200 and/or 1926.59, onto the job site, a copy of the Hazard Communication Program and the Material Safety Data Sheet of each substance shall be provided to the Contracting Officer or his/her authorized representative and made available to the Contractor's employees as part of the Contractor's Accident Prevention Program.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 GROUND FAULT PROTECTION

All electrical equipment used on this contract shall be equipped with ground fault circuit interrupters, in accordance with EM 385-1-1, Chapter 11.

3.2 CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)

The Contractor shall develop, implement, and maintain at the workplace a written control of hazardous energy (lockout/tagout) system, in accordance with EM 385-1-1, Chapter 12.

3.3 RADIATION

If a production meter that uses nuclear materials is being used aboard the dredge, the Contractor shall perform the following requirements. The production meter nuclear device system designer and installer shall be qualified in these fields of expertise by the Nuclear Regulatory Commission (NRC). The Contractor shall obtain licensing and training as required by the NRC for its personnel aboard the dredge for the use of those components of the production meter containing or are affected by the nuclear source. The Contractor shall implement a nuclear device awareness program as

required by the NRC for all personnel aboard the dredge not directly involved in the activities of the nuclear device. The Contractor shall submit a nuclear device safety plan to the Government within 24 hours after receipt of Notice to Proceed by the Contractor. While a nuclear device is present aboard the dredge, the Contractor shall strictly adhere to all applicable NRC rules and regulations.

-- End of Section --

Below are two samples of the construction project identification sign showing how this panel is adaptable for use to identify either military (top), or civil works projects (bottom). The graphic format for this 4′ x 6′ sign panel follows the legend guidelines and layout as specified below. The large 4′ x 4′ section of the panel on the right is to be white with black legend. The 2′ x 4′ section of the sign on the left with the full Corps signature (reverse version) is to be screen printed Communications Red on the white background.

This sign is to be placed with the Safety Performance Sign shown on the following page. Mounting and fabrication details are provided on page 16.4.

Special applications or situations not covered in these guidelines should be referred to the District/Division sign coordinator.

Legend Group 1: One- to two-line description of Corps relationship to project.
Color: White
Typeface: 1.25″ Helvetica Regular
Maximum line length: 19″

Legend Group 2: Division or District Name (optional). Placed below 10.5″ Reverse Signature (6″ Castle).
Color: White
Typeface: 1.25″ Helvetica Regular

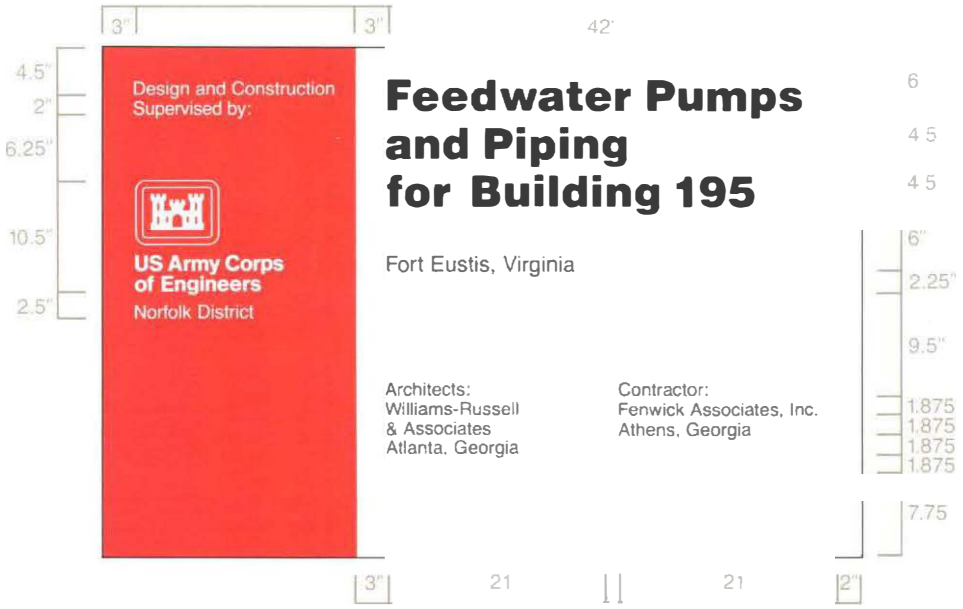
Legend Group 3: One- to three-line project title legend describes the work being done under this contract.
Color: Black
Typeface: 3″ Helvetica Bold
Maximum line length: 42″

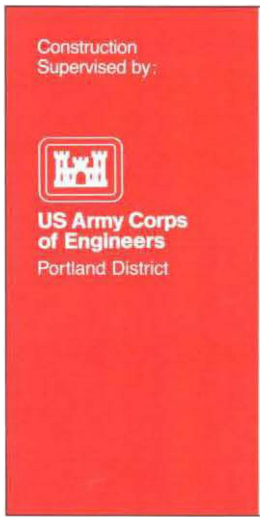
Legend Group 4: One- to two-line identification of project or facility (civil works) or name of sponsoring department (military).
Color: Black
Typeface: 1.5″ Helvetica Regular
Maximum line length: 42″

Cross-align the first line of Legend Group 4 with the first line of the Corps Signature (US Army Corps) as shown.

Legend Groups 5a-b: One- to five-line identification of prime contractors including: type (architect, general contractor, etc.), corporate or firm name, city, state. Use of Legend Group 5 is optional.
Color: Black
Typeface: 1.25″ Helvetica Regular
Maximum line length: 21″

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards as specified in Appendix D.





Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-01	various	4″ x 6″	4″ x 4″	HDO-3	48″	WH-RD/BK

Each contractor's safety record is to be posted on Corps managed or supervised construction projects and mounted with the construction project identification sign specified on page 16.2.

The graphic format, color, size and typefaces used on the sign are to be reproduced exactly as specified below. The title with First Aid logo in the top section of the sign, and the performance record captions are standard for all signs of this type. Legend Groups 2 and 3 below identify the project and the contractor and are to be placed on the sign as shown.

Safety record numbers are mounted on individual metal plates and are screw-mounted to the background to allow for daily revisions to posted safety performance record.

Special applications or situations not covered in these guidelines should be referred to the District/Division sign coordinator.

Legend Group 1: Standard two-line title "Safety is a Job Requirement", with (8" od.) Safety Green First Aid logo. Color: To match PMS 347
Typeface: 3" Helvetica Bold
Color: Black

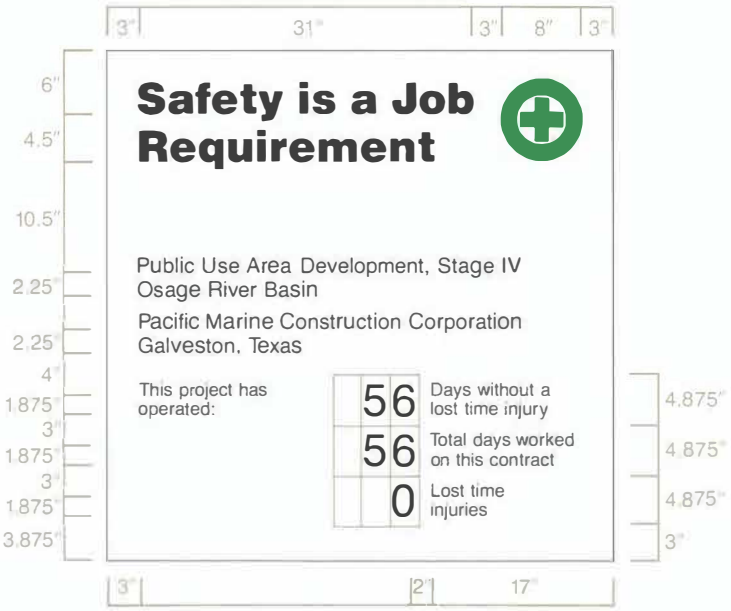
Legend Group 2: One- to two-line project title legend describes the work being done under this contract and name of host project.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

Legend Group 3: One- to two-line identification: name of prime contractor and city, state address.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

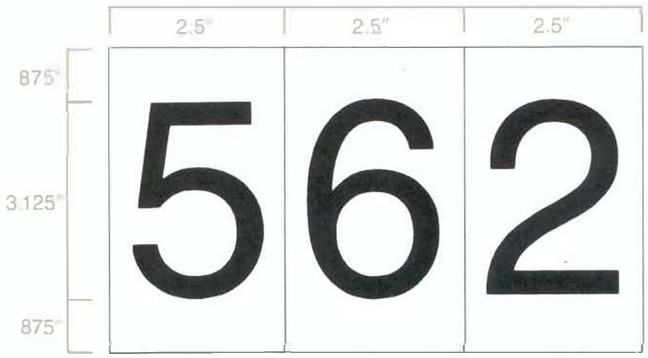
Legend Group 4: Standard safety record captions as shown.
Color: Black
Typeface: 1.25" Helvetica Regular

Replaceable numbers are to be mounted on white .060 aluminum plates and screw-mounted to background.
Color: Black
Typeface: 3" Helvetica Regular
Plate size: 2.5" x .5"

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards as specified in Appendix D.



Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-02	various	4" x 4"	4" x 4"	HDO-3	48"	WH/BK-GR



All Construction Project Identification signs and Safety Performance signs are to be fabricated and installed as described below. The signs are to be erected at a location designated by the contracting officer and shall conform to the size, format, and typographic standards shown on pages 16.2-3. Detailed specifications for HDO plywood panel preparation are provided in Appendix B.

Shown below the mounting diagram is a panel layout grid with spaces provided for project information. Photocopy this page and use as a worksheet when preparing sign legend orders.

For additional information on the proper method to prepare sign panel graphics, contact the District sign coordinator.

The sign panels are to be fabricated from .75" High Density Overlay Plywood. Panel preparation to follow HDO specifications provided in Appendix B.

Sign graphics to be prepared on a white non-reflective vinyl film with positionable adhesive backing.

All graphics except for the Communications Red background with Corps signature on the project sign are to be die-cut or computer-cut non-reflective vinyl, pre-spaced legends prepared in the sizes and typefaces specified and applied to the background panel following the graphic formats shown on pages 16.2-3.

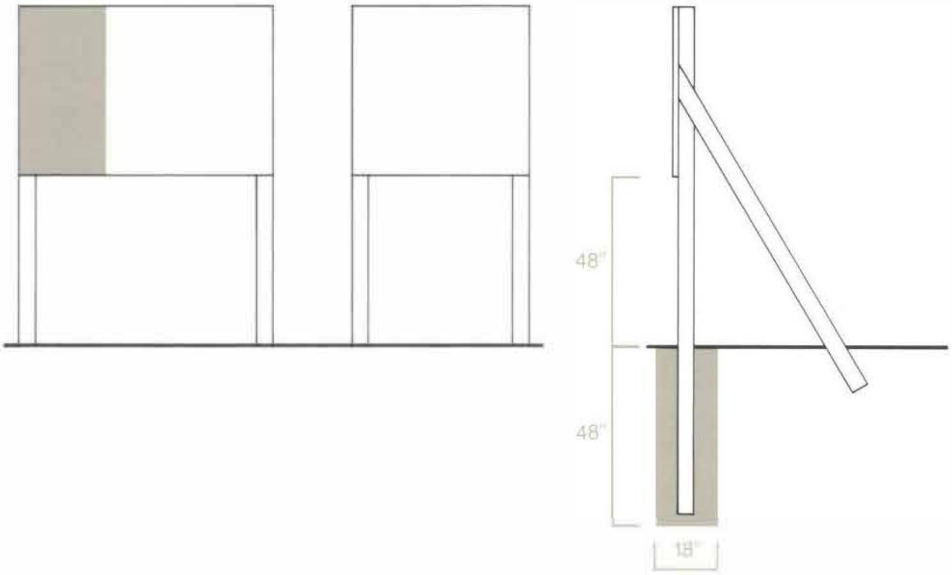
The 2' x 4' Communications Red panel (to match PMS-032) with full Corps signature (reverse version) is to be screen printed on the white background. Identification of the District or Division may be applied under the signature with white cut vinyl letters prepared to Corps standards. Large scale reproduction artwork for the signature is provided on page 4.8 (photographically enlarge from 6.875" to 10.5").

Drill and insert six (6) .375" T-nuts from the front face of the HDO sign panel. Position holes as shown. Flange of T-nut to be flush with sign face.

Apply graphic panel to prepared HDO plywood panel following manufacturers' instructions.

Sign uprights to be structural grade 4" x 4" treated Douglas Fir or Southern Yellow Pine, No.1 or better. Post to be 12' long. Drill six (6) .375" mounting holes in uprights to align with T-nuts in sign panel. Countersink (.5") back of hole to accept socket head cap screw (4" x .375").

Assemble sign panel and uprights. Imbed assembled sign panel and uprights in 4' hole. Local soil conditions and/or wind loading may require bolting additional 2" x 4" struts on inside face of uprights to reinforce installation as shown.



Construction Project Sign
Legend Group 1: Corps Relationship

1. _____
2. _____

Legend Group 2: Division/District Name

1. _____
2. _____

Legend Group 3: Project Title

1. _____
2. _____
3. _____

Legend Group 4: Facility Name

1. _____
2. _____

Legend Group 5a: Contractor/A&E

1. _____
2. _____
3. _____
4. _____
5. _____

Legend Group 5b: Contractor/A&E

1. _____
2. _____
3. _____
4. _____
5. _____

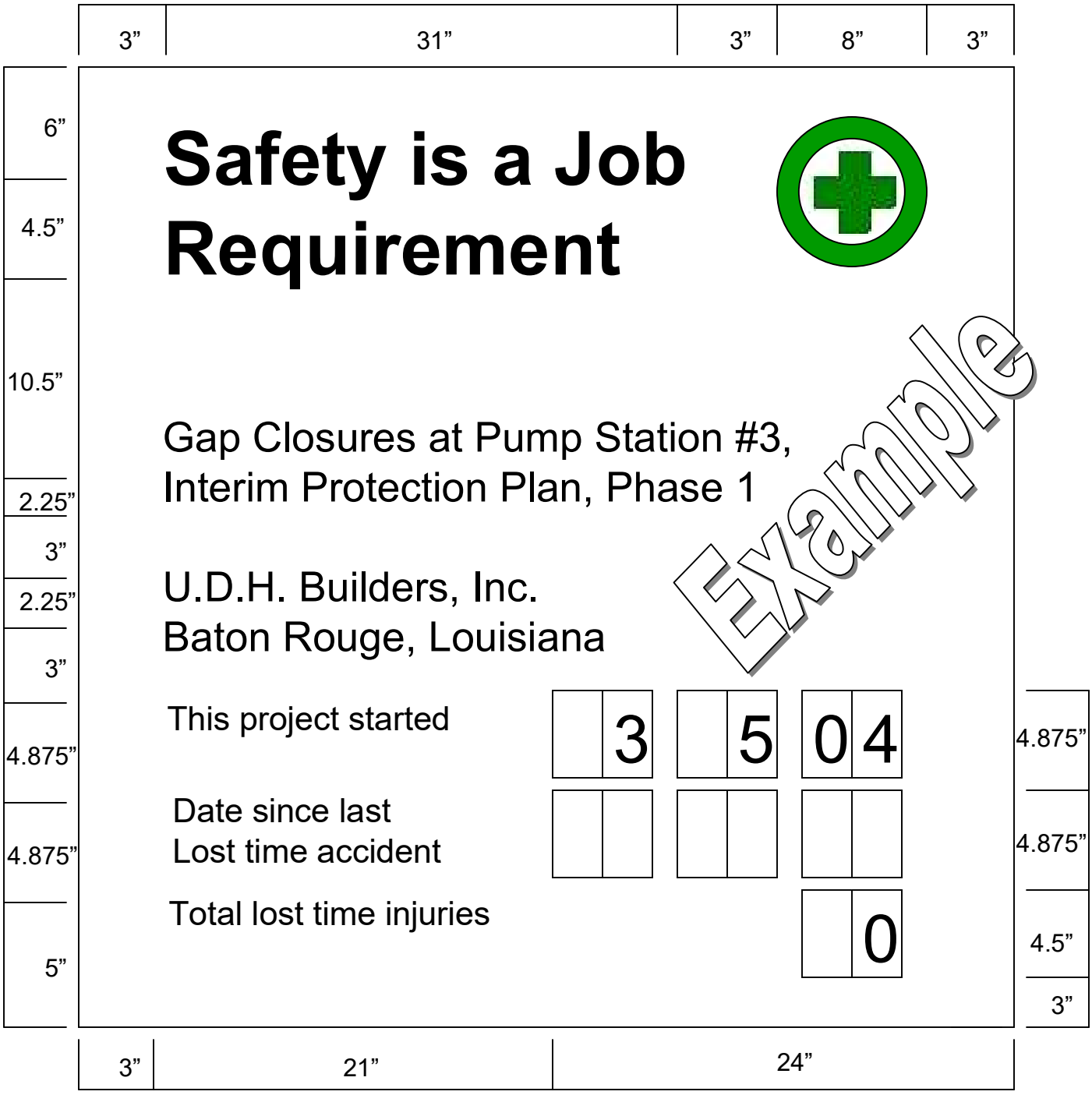
Safety Performance Sign
Legend Group 1: Project Title

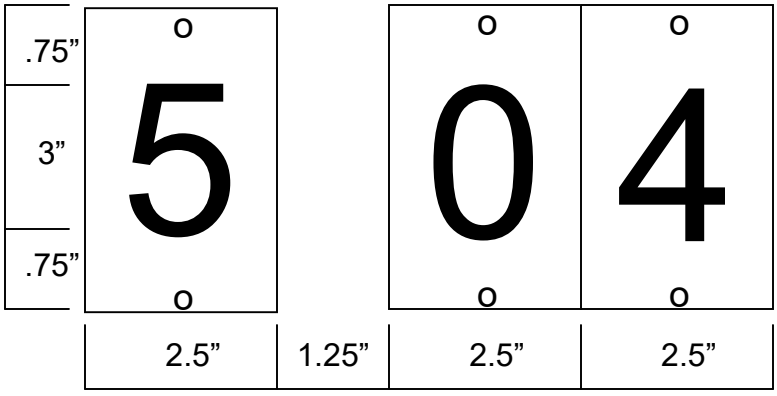
1. _____
2. _____

Legend Group 2: Contractor/A&E

1. _____
2. _____

Design and Construction
Supervised by:
US Army Corps
of Engineers
New Orleans District
U.S.ARMY
Replacement of
North Spillway
Gates
Vertically center the featured text group for the project location (below), depending on the number of text lines in the above project title.
Lock and Dam 12
Mississippi River
Contractor:
Oscar Construction Co.
Kansas City, Missouri
Consulting Engineer:
Wilmington, Rotheau, and
Eddings Engineering, Inc.
Chicago, Illinois


3”
31”
3”
8”
3”
6”
4.5”
10.5”
2.25”
3”
2.25”
3”
4.875”
4.875”
5”
Safety is a Job Requirement
Example
Gap Closures at Pump Station #3,
Interim Protection Plan, Phase 1
U.D.H. Builders, Inc.
Baton Rouge, Louisiana
This project started
3
5
0 4
Date since last
Lost time accident
Total lost time injuries
0
4.875”
4.875”
4.5”
3”
3”
21”
24”


.75”
3”
.75”
5
0
4
2.5”
1.25”
2.5”
2.5”

(NOT TO SCALE)

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1.5.1.4 Equipment
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-- End of Section Table of Contents --

SECTION 01 45 00.15 10

RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM)

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for providing and maintaining a Resident Management System as described herein. All costs for the work covered under this section shall be distributed throughout the existing bid items.

1.2 CONTRACT ADMINISTRATION

The Government will use the Resident Management System (RMS) to assist in its monitoring and administration of this contract. The Government accesses the system using the Government Mode of RMS (RMS GM) and the Contractor accesses the system using the Contractor Mode (RMS CM). The term RMS will be used in the remainder of this section for both RMS GM and RMS CM. The joint Government-Contractor use of RMS facilitates electronic exchange of information and overall management of the contract. The Contractor shall access RMS to record, maintain, input, track, and electronically share information with the Government throughout the contract duration in the following areas:

Administration
Finances
Quality Control
Submittal Monitoring
Scheduling
Closeout
Import/Export of Data

The Government is working on transitioning from RMS to the new Construction Management Platform (CMP). The Contractor must be prepared to transition from the RMS to the CMP at any time throughout the contract duration. The Contractor's obligation to transition from the RMS to the CMP is a requirement of this contract. Therefore, there will be no additional time or increase in contract cost to complete this transition. In the event of the transition during the contract duration, RMS project information will be migrated to CMP by the Government and available in the CMP. After the transition, the Contractor must utilize the CMP to perform all contract administration functions previously required in RMS. After the transition, “RMS” and “CMP” will be synonymous for all “Resident Management System” and “RMS” references throughout the contract. Online training for the CMP will be made available to the Contractor.

1.2.1 Correspondence and Electronic Communications

For ease and speed of communications, the Contractor shall exchange correspondence and other documents in electronic format to the maximum extent feasible. Some correspondence, including pay requests and payrolls, are also to be provided in paper format with original signatures. Paper documents will govern, in the event of discrepancy with the electronic version.

1.2.2 Other Factors

Other portions of this document have a direct relationship to the reporting accomplished through RMS. Particular attention is directed to the Contract Clause entitled "Schedules for Construction Contracts" (FAR 52.236-15); Contract Clause entitled "Prompt Payment for Construction Contracts" (FAR 52.232-27); Contract Clause entitled "Payments Under Fixed-Price Construction Contracts" (FAR 52.232-5); Section 01 33 00 - Submittal Procedures; and Section 01 35 26 - Governmental Safety Requirements.

1.3 RMS SOFTWARE

RMS is a web-based application. The Contractor shall download, install, and be able to utilize the latest version of the RMS software within 7 calendar days of receipt of the Notice to Proceed. RMS software, system requirements, user manuals, access and installation instructions, program updates, and training information are available from the RMS website (https://rms.usace.army.mil). The Government and the Contractor will have different access authorities to the same contract database through RMS. The common database will be updated automatically each time a user finalizes an entry or change.

1.4 CONTRACT DATABASE - GOVERNMENT

The Government will enter the basic contract award data in RMS prior to granting the Contractor access. The Government entries into RMS will generally be related to submittal reviews, correspondence status, and Quality Assurance (QA) comments, as well as other miscellaneous administrative information.

1.5 CONTRACT DATABASE - CONTRACTOR

Contractor entries into RMS establish, maintain, and update data throughout the duration of the contract. Contractor entries generally include prime and subcontractor information, daily reports, submittals, RFI's, schedule updates, and payment requests. RMS includes the ability to import attachments and export reports in many of the modules, including submittals. The contractor responsibilities for entries in RMS typically include the following items:

1.5.1 Administration

1.5.1.1 Contractor Information

The Contractor shall enter all current Contractor administrative data and information into RMS within 7 calendar days of receiving access to the contract in RMS. This includes, but is not limited to, Contractor's name, address, telephone numbers, management staff, and other required items.

1.5.1.2 Subcontractor Information

The Contractor shall enter all missing subcontractor administrative data and information into RMS CM within 7 calendar days of receiving access to the contract in RMS or within 7 calendar days of the signing of the subcontractor agreement for agreements signed at a later date. This includes name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor is listed separately for each trade to be performed.

1.5.1.3 Correspondence

The Contractor shall identify all Contractor correspondence to the Government with a serial number. The Contractor shall prefix correspondence initiated by the Contractor's site office with "S" and shall prefix letters initiated by the Contractor's home (main) office with "H". Letters shall be numbered starting from 0001 (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C" or "RFP".

1.5.1.4 Equipment

The Contractor shall enter and maintain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.5.1.5 Reports

The Contractor shall track the status of the project utilizing the reports available in RMS. The value of these reports is reflective of the quality of the data input. These reports include the Progress Payment Request worksheet, Quality Control (QC) comments, Submittal Register Status, and Three-Phase Control worksheets.

1.5.1.6 Request For Information (RFI)

The Contractor shall create and track all Requests For Information (RFI) in the RMS Administration Module for Government review and response.

1.5.2 Finances

1.5.2.1 Pay Activity Data

The Contractor shall develop and enter a list of pay activities. The sum of pay activities equals the total contract amount, including modifications. Each pay activity must be assigned to a Contract Line Item Number (CLIN). The sum of the activities assigned to a CLIN equals the amount of each CLIN.

1.5.2.2 Payment Requests

The Contractor shall prepare all progress payment requests using RMS and shall update the work completed under the contract at least monthly, measured as percent or as specific quantities. After the update, the Contractor shall generate a payment request and prompt payment certification using RMS. The Contractor shall submit the signed prompt payment certification and payment request as well as supporting data either electronically or by hard copy. Unless waived by the Contracting Officer, a signed paper copy of the approved payment certification and request is also required and will govern in the event of discrepancy with the electronic version.

1.5.3 Quality Control (QC)

The Contractor shall identify in his/her Quality Control Plan persons assigned as CQC System Manager and Alternate CQC System Manager. These individuals, within the onsite work organization, shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person

with a minimum of 3 years (full time) experience in related equivalent work. This CQC System Manager shall be onsite at all times during construction and shall be employed by the prime contractor. The CQC System Manager shall not have any duties other than quality control. When the alternate for the CQC System Manager is activated, he/she shall also have no duties other than quality control.

1.5.3.1 Quality Control (QC) Reports

The Contractor's Quality Control (QC) Daily Report in RMS is the official report. The Contractor can use other supplemental formats to record QC data, but information from any supplemental formats are to be consolidated and entered into the RMS QC Daily Report. Any supplemental information may be entered into RMS as an attachment to the report. QC Daily Reports must be finalized and signed in RMS within 24 hours after the date covered by the report. The Contractor shall provide the Government a printed signed copy of the QC Daily Report, unless waived by the Contracting Officer.

1.5.3.2 Deficiency Tracking

The Contractor shall use the QC Daily Report Module to enter and track deficiencies. Deficiencies identified and entered into RMS by the Contractor or the Government will be sequentially numbered with a QC or QA prefix for tracking purposes. The Contractor shall enter each deficiency into RMS the same day that the deficiency is identified and shall monitor, track, and resolve all QC and QA entered deficiencies. A deficiency is not considered to be corrected until the Government indicates concurrence in RMS.

1.5.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in RMS. Worksheets for the three-phase control meetings are generated within RMS.

1.5.3.4 Labor and Equipment Hours

The Contractor shall enter labor and equipment exposure hours on a daily basis and shall roll up the labor and equipment exposure data into a monthly exposure report.

1.5.3.5 Accident/Safety Reporting

Both the Contractor and the Government enter safety related comments in RMS as a deficiency. The Contractor shall monitor, track, and show resolution for safety issues in the QC Daily Report area of the RMS QC Module. In addition, the Contractor shall follow all reporting requirements for accidents and incidents as required in the EM 385-1-1, Section 01 35 26 - Governmental Safety Requirements, and as required by any other applicable Federal, State, or local agencies.

1.5.3.6 Definable Features of Work

The Contractor shall enter each feature of work into the RMS QC Module. A feature of work may be associated with a single or multiple pay activities; however, a pay activity is only to be linked to a single feature of work.

1.5.3.7 Activity Hazard Analysis

The Contractor shall import activity hazard analysis electronic document files into the RMS QC Module utilizing the document package manager.

1.5.4 Submittal Management

The Contractor shall enter all current submittal register data and information into RMS within 7 calendar days of receiving access to the contract in RMS. The information shown on the submittal register in Section 01 33 00 - Submittal Procedures will already be entered into the RMS database when access is granted. The Contractor shall group electronic submittal documents into transmittal packages to send to the Government, except very large electronic files, samples, spare parts, mock ups, color boards, or where hard copies are specifically required. The Contractor shall track transmittals and update the submittal register in RMS on a daily basis throughout the duration of the contract. The Contractor shall submit hard copies of all submittals unless waived by the Contracting Officer.

1.5.5 Schedule

The Contractor shall enter and update the contract project schedule in RMS by either manually entering all schedule data or by importing the Standard Data Exchange Format (SDEF) file.

1.5.6 Closeout

Closeout documents, processes and forms are managed and tracked in RMS by both the Contractor and the Government. The Contractor shall ensure that all closeout documents are entered, completed, and documented within RMS.

1.6 IMPLEMENTATION

Use of RMS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain contract data within the RMS system. RMS is an integral part of the Contractor's required management of quality control.

1.7 NOTIFICATION OF NONCOMPLIANCE

The Contractor shall take corrective action within 7 calendar days after receipt of notice of RMS non-compliance by the Contracting Officer.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

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SECTION 01 57 20.00 10

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 SCOPE

a. The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all work required for the prevention of environmental pollution during and as a result of dredging operations and related activities, except for those measures set forth in other technical portions of the specifications.

b. Environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which:

(1) Adversely affect human health or welfare;

(2) Unfavorably alter ecological balances of importance to human life;

(3) Affect other species of importance to man; or

(4) Degrade the utility of the environment for aesthetic and recreational purposes.

c. The control of environmental pollution requires consideration of air, water, and land, and involves noise abatement, solid waste management, management of radiant energy, and management of radioactive materials, as well as other pollutants.

1.2 APPLICABLE REGULATIONS

In order to prevent, and to provide for abatement and control of any environmental pollution arising from construction activities in the performance of this contract, the Contractor and his/her subcontractors shall comply with all applicable Federal, State, and Local laws, and regulations concerning environmental pollution control and abatement.

1.3 MEASUREMENT AND PAYMENT

1.3.1 Environmental Protection

No separate measurement or payment will be made for environmental protection as described herein except for Option Item "Bird Nesting Prevention Measures". All costs for the work covered under this section, with the exception of Option Item "Bird Nesting Prevention Measures", shall be distributed throughout the existing bid items.

1.3.2 Option Item: Bird Nesting Prevention Measures

All costs associated with bird nesting prevention measures shall be included in the unit price per day for Option Item "Bird Nesting Prevention Measures". Pay time for this option item will be measured by the day. A day of performing the bird nesting prevention measures is defined as

beginning at 0000 hours and ending at 2400 hours. Nest prevention measures shall be performed as described in the paragraph entitled "Bird Nesting Prevention Measures". Portions of a day when the nest prevention measures are required will be considered as a full day. Price and payment shall constitute full compensation for furnishing all equipment, labor, materials, supplies, supervision, removal of nest prevention measures, and all operations incidental thereto.

1.4 ENVIRONMENTAL PROTECTION PLAN

1.4.1 General

The Contractor shall establish and maintain a plan for environmental protection, to assure compliance with contract specifications. The Contractor shall also maintain records of environmental protection for all dredging operations, including but not limited to the following:

a. Environmental pollution control plan;

b. Applicable Federal, State, and Local pollution control regulations;

c. Air Pollution - dust, smoke, noise, etc.;

d. Water Pollution - disposal of water, oil, etc.;

e. Land Pollution - debris disposal, restoration of temporary construction sites, etc.;

f. Training course for employees;

g. Corrective actions taken.

1.4.2 Implementation and Reporting

a. Within 120 hours after receiving notice to proceed, the Contractor shall submit, in writing, proposals for environmental pollution control, disposal of debris and trash, an Environmental Protection Plan, including the Bird Nesting Prevention Plan; and

b. When directed by the Contracting Officer to a Secondary Dredging Region, the Contractor shall re-submit the endangered species portion of the Environmental Protection Plan applicable to that region.

1.5 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor, in writing, of any noncompliance with the environmental clauses and the corrective action to be taken. Such notice, when delivered to the Contractor or the Contractor's authorized representative at the site of work, shall be deemed sufficient for this purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work, until satisfactory corrective action has been taken. No part of time lost due to such a stop order shall be made the subject of a claim for time extensions or for excess costs or damages by the Contractor.

1.6 SUBCONTRACTORS

The Contractor shall be responsible for ensuring that all subcontractors comply with these environmental clauses.

1.7 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

See Section 01 30 00, paragraph entitled "Rights-of-Way", for a deviation from the government furnished plates or specifications (e.g., proposed borrow, disposal areas, staging areas, alternate access route, etc.).

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 PROTECTION OF LAND RESOURCES

Discovery of Previously Unknown Archaeological Remains and Artifacts. If during the course of work, archaeological artifacts (prehistoric or historic), unmarked graves, burials, human remains, or items of cultural patrimony are discovered, the Contractor shall stop work in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the finds. The Contractor shall inform the Government Inspector, Contracting Officer's Representative, and Administrative Contracting Officer, who will in turn contact CEMVN Historic Preservation (HP) staff. The Contractor shall not proceed with work in the vicinity until CEMVN HP staff completes consultation with the State Historic Preservation Offices and others unless notified otherwise.

3.2 PROTECTION OF WATER RESOURCES

3.2.1 Contamination of Water

The Contractor shall not pollute any body of water with fuels; oils; bitumens; calcium chlorides; herbicides; insecticides; other materials harmful to fish, shellfish, or wildlife; or with materials that may be a detriment to outdoor recreation. The redistribution or reinjection of pollutants pre-existing in dredged material or river water will not be considered as pollution caused by the Contractor.

3.2.2 Water Quality Monitoring

The Contractor shall assist the Government, using available on-site plant and manpower, in monitoring the water quality aspects of the dredging and disposal operations.

3.3 PROTECTION OF FISH AND WILDLIFE

The Contractor shall keep construction activities under surveillance, management, and control to minimize interference with, disturbance to, and damage of fish and wildlife. The Contractor shall not alter natural water flows or otherwise disturb natural habitat adjacent to or within the project area that are critical to fish or wildlife.

3.3.1 Nesting Birds

3.3.1.1 General

Coastal birds (small-sized birds such as terns, skimmers, and gulls), wading birds (medium-sized birds such as ibis, egrets, and herons), seabirds (large-sized birds such as pelicans), and raptors (large-sized birds such as eagles) are known to nest throughout south Louisiana and may

be present in the project area. Nesting birds and their nests are protected by the Migratory Bird Treaty Act (MBTA) and must not be disturbed or destroyed.

Protection within the project area shall be accomplished by the following: disturbance to deter nesting activity of coastal birds and wading birds prior to nesting; avoidance of active coastal bird, wading bird and pelican nesting areas; and avoidance of known eagle nests. Nesting generally occurs between 15 February through 15 September for coastal birds, wading birds, and pelicans; and from October to May for eagles. Nest prevention and/or avoidance measures shall be required if nesting activity is observed during these times by the Contractor and verified by the Government.

Coastal bird nesting activity is identifiable by large congregations of birds (often 100 or more) in barren or sparsely vegetated sandy areas. During the breeding season, coastal birds may be aggressive with workers, make persistent alert calls when workers are present, and feign injury to divert attention away from nests. These indicators of breeding activity shall be brought to the attention of the Government upon discovery to determine if nest prevention measures or avoidance measures are required.

Wading bird and seabird nesting activity is identifiable by the congregation of birds (often 20 or more) in woody vegetation, mangroves, or tree groves. Breeding wading birds and pelicans may have elaborate feather patterns and/or colorful feathers. Groupings of solitary wading birds that are typically intolerant of each other is another sign of breeding activity. These indicators of breeding activity shall be brought to the attention of the Government upon discovery to determine if nest prevention or avoidance measures are required. Any annually used rookeries known to wildlife biologists, if located in the project area, are noted on the plate(s).

Eagle nests established by breeding pairs are largely known to wildlife biologists. Any known nests in the project area are noted on the plate(s). The presence of eagles on and near these nesting sites should be reported to the Government and avoidance measures shall be implemented upon discovery.

Dredging activity during this period may be subject to additional requirements as stated below and/or on project plates.

3.3.1.2 Reporting

The presence of coastal birds, wading birds, pelicans, and/or eagles exhibiting breeding behavior (as described in paragraph entitled "General") within the minimum distances from the work area (as specified in paragraph entitled "No Work Distances") shall be immediately reported to the Administrative Contracting Officer and to Jeff Corbino of the U.S. Army Corps of Engineers at (504) 862-1958.

3.3.1.3 No Work Distances

No-work distance restrictions are as follows:

Coastal birds (terns, skimmers, and gulls) - 650 feet;
Wading birds (ibis, egrets, and herons) - 1000 feet;
Pelicans - 2000 feet; and
Eagles - 660 feet

Coordination by the New Orleans District personnel with the U.S. Fish and Wildlife Service may result in a reduction or relaxing of these no-work distances depending on the species of birds found nesting at the work site and specific site conditions.

3.3.1.4 Bird Nesting Prevention Measures

The Contractor shall prepare and submit to the Contracting Officer's Representative, for approval, a plan detailing the efforts that will be undertaken to prevent birds from nesting within the minimum distances, as specified in the paragraph entitled "No Work Distances", from any work activity. The plan shall be submitted in accordance with the paragraph entitled "Implementation and Reporting". Additionally, one copy of this plan shall be submitted to the personnel listed below:

US Army Corps of Engineers
Lafayette Area Office
Attn: Administrative Contracting Officer
100 Asma Blvd
Suite 300
Lafayette, LA 70508

US Army Corps of Engineers
New Orleans District
Attn: Mr. Jeff Corbino, CEMVN-ODT-E
Room 291
7400 Leake Ave
New Orleans, LA 70118
Jeffrey.M.Corbino@usace.army.mil

Nest prevention measures shall be intended to deter birds from nesting on the disposal area(s) and access corridor(s) without physically harming birds during the nesting activity period. Nest prevention measures may be used in combination and/or adjusted to be most effective. The use of any harassment measures shall be in accordance with EM 385-1-1 (Safety and Occupational Health Requirements), latest edition. At minimum, nest prevention measures shall include the following:

Flagging/Streamers - Flagging and/or streamers at least 2 feet in length and which consist of reflective plastic/mylar type material shall be attached to the top of stakes at least 3 feet in height. The stakes shall be driven into the ground at approximately 20-foot intervals. Flagging and/or streamers shall be placed such that the flags/streamers move in a light wind.

Vehicular/Pedestrian Traffic - At minimum, one terrain vehicle and/or one person shall travel throughout the entire disposal area at least once per hour from dawn to dusk.

Upon the exercise of Option Item "Bird Nesting Prevention Measures", the Contractor shall begin work within 24 hours. Specific nest prevention measures used during the work shall be monitored for effectiveness and may require adjustment and/or modification. All equipment/supplies used for nest prevention shall be removed from the work site upon the completion of work and as directed by the Contracting Officer.

3.3.1.5 Discovery of Bird Nests at the Work Site

If bird nests are discovered at the work site, immediate notification shall

be made in accordance with paragraph entitled "Reporting". The Contractor shall immediately mark the perimeter or boundary of the bird nesting area with flagging on stakes 3-feet above the ground surface and no closer than 3 feet from the nearest nest. The Contractor shall then immediately avoid the marked area and implement safe work distances from the nest(s) as specified in paragraph entitled "No Work Distances", place flagging to create exclusion zone(s) around the nest(s), and advise all equipment operators of the bird nest(s) and exclusion zone(s).

3.3.2 Manatee Considerations

The West Indian manatee may be present in the project vicinity. The Contractor shall instruct all personnel associated with the project of the potential presence of manatees in the area, and the need to avoid collisions with these animals. All construction personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing manatees. Manatees are protected under the Marine Mammal Protection Act of 1972 and the Endangered Species Act of 1973. The Contractor shall be held responsible for any manatee harmed, harassed, or killed as a result of construction activities not conducted in accordance with these specifications.

Manatee Signs. Prior to commencement of construction, each vessel involved in construction activities shall display at the vessel control station or in a prominent location, visible to all employees operating the vessel, a temporary sign at least 8-1/2" x 11" reading, "CAUTION: MANATEE HABITAT/IDLE SPEED IS REQUIRED IN CONSTRUCTION AREA." In the absence of a vessel, a temporary 3' x 4' sign reading "CAUTION: MANATEE AREA" shall be posted adjacent to the issued construction permit. A second temporary sign measuring 8-1/2" x 11" reading "CAUTION: MANATEE HABITAT. EQUIPMENT MUST BE SHUTDOWN IMMEDIATELY IF A MANATEE COMES WITHIN 50 FEET OF OPERATION" shall be posted at the dredge operator control station and at a location prominently adjacent to the issued construction permit. The Contractor shall remove the signs upon completion of construction.

a. Special Operating Conditions if Manatees are Present in the Project Area.

(1) If a manatee(s) is sighted within 100 yards of the project area, all appropriate precautions shall be implemented by the Contractor to ensure protection of the manatee. These precautions shall include the operation of all moving equipment no closer than 50 feet of a manatee. If a manatee is closer than 50 feet to moving equipment or the project area, the equipment shall be shut down and all construction activities shall cease to ensure protection of the manatee. Construction activities shall not resume until the manatee has departed and the 50-foot buffer has been reestablished.

(2) If a manatee(s) is sighted in the project area, all vessels associated with the project shall operate at "no wake/idle" speeds at all times, and vessels will follow routes of deep water whenever possible, until the manatee has departed the project area. Boats used to transport personnel shall be shallow-draft vessels, preferably of the light-displacement category, where navigational safety permits.

(3) If siltation barriers are used, they shall be made of material in which manatees cannot become entangled, are properly

secured, and are regularly monitored to avoid manatee entrapment.

b. Manatee Sighting Reports. Any sightings of manatees, or collisions with a manatee, shall be immediately reported to the Corps of Engineers. The point of contact within the Corps of Engineers are the Administrative Contracting Officer and Mr. Jeff Corbino, PHONE (504) 862-1958, EMAIL: Jeffrey.M.Corbino@usace.army.mil.

3.3.3 Sturgeon

The Contractor shall ensure that the following are done to reduce the likelihood of Sturgeon entrainment:

a. When lowering the ladder, the pumping rate should be reduced to the lowest speed feasible while the cutterhead is being lowered.

b. The cutterhead remains completely buried in the channel bottom during dredging operations.

c. If pumping water through the cutterhead is deemed necessary to dislodge material, or to clean the pumps, the pumping rate should be reduced to the lowest rate feasible while raising the ladder until the cutterhead is at least at mid-depth at which point the pumping rate can be increased.

3.4 DISPOSAL OF MATERIALS

a. The Contractor shall provide daily trash collection and cleanup of the dredge and attendant plant.

b. Disposal locations for waste materials, effluents, trash, garbage, oil, grease, chemicals, etc., shall be such that harmful debris will not enter the waterway adjacent wetlands, or the disposal areas; prevent the use of the area for recreation; or present a hazard to wildlife. Debris disposal shall be in accordance with applicable Federal, State, and Local regulations, and shall be performed in a manner approved by the Contracting Officer.

3.5 MAINTENANCE OF POLLUTION CONTROL FACILITIES

During the life of this contract, the Contractor shall maintain all facilities constructed for pollution control for as long as the operations creating the particular pollutant are being carried out, or until the material concerned has become stabilized to the extent that pollution is no longer being created. Early in the contract period the Contractor shall conduct a training course that will emphasize all phases of environmental protection. This course shall involve all Contractor personnel working on the contract. The Contractor shall notify the Contracting Officer of the scheduled time for this course so that the Contracting Officer's Representative can attend.

3.6 POLYSTYRENE AND OTHER CHEMICALLY-FORMED FLOTATION COLLAR MATERIAL USED FOR DREDGE PIPELINES

The Contractor shall remove all debris caused by the use of polystyrene (styrofoam or similar material) floating pipelines, at the dredge site or any other locations used to install, store, or repair the floating pipeline. Suitable banding, mesh, or other covering shall be placed on the polystyrene floating pipeline to prevent deterioration during normal

dredging operations. The discharge pipeline shall conform to lighting requirements set forth by the US Coast Guard in the "Rules of the Road, International-Inland" https://www.navcen.uscg.gov/pdf/navrules/navrules.pdf.

3.7 JANITOR SERVICES

The Contractor shall furnish daily janitorial services for the dredge and attendant plant during the entire life of the contract. The bathroom facilities shall be kept clean and sanitary at all times. Facilities for the storage, preparation, and serving of food will likewise be kept clean and sanitary. Services shall be performed at such a time and in such a manner to least interfere with operations, and need only be accomplished when the facilities are in daily use.

3.8 REPORTING OF POLLUTION SPILLS (33 CFR 153.203)

If an oil spill or chemical release occurs during the performance of this contract, the Contractor shall contact the National Response Center at 1-800-424-8802, as soon as possible. If telephone communications are not possible, the nearest US Coast Guard office may be contacted by radio to report the spill. The Contractor shall comply with the instructions from the responding agency concerning containment and cleanup of the spill, and shall provide the Contracting Officer with a complete written report of the incident.

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SECTION 35 01 50.73

SURVEYS

PART 1 GENERAL

1.1 SCOPE

The work provided for herein consists of furnishing all plant, labor, equipment, and materials, and performing all operations necessary for surveying as specified herein and as indicated on the contract plates. Unless otherwise specified, surveys and surveying shall be in accordance with EM 1110-2-1003, Engineering and Design, Hydrographic Surveying, latest edition.

1.2 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for surveys, survey equipment (survey boat, skiff, electronic positioning equipment, depth sensors, and appurtenant items), or quantity computations as specified herein. All costs for the work covered under this section shall be included in the contract unit price per hour in the "Dredging" and "Option Dredging" items on the bidding schedule.

1.3 QUALITY CONTROL

The Contractor shall establish and maintain quality control for the work specified in this section to assure compliance with the contract requirements and maintain records of his quality control for all surveying including but not limited to the following:

a. Layouts and Surveys. Daily log of layout work and surveys consisting of type and location using the Government established centerlines and gages as stated in the Contract Clause entitled "Layout of Work" (FAR 52.236-17).

b. Reporting. The original and two copies of these reports and tests as well as the records of corrective action taken, shall be furnished daily to the Government. The report shall include a record of times and dates surveys were run, the horizontal control stations used and their coordinates, the vertical control points used and their elevations, and weather conditions.

1.4 PROFESSIONAL CERTIFICATION

All surveys shall be performed in the presence of the Government Representative. All surveys shall be performed under the direction of and certified by a Professional Land Surveyor currently licensed in any state of the United States of America. In addition, the surveyor shall document at least three years of experience in hydrographic surveying of navigable channels.

PART 2 PRODUCTS

Although listed under PART 2 PRODUCTS, the equipment described herein remains the property of the Contractor at all times.

2.1 SURVEY EQUIPMENT

The Contractor shall submit, to the Contracting Officer for review, a plan for the verification of surveying equipment described herein. The plan shall include types, certifications, calibration checks, etc., for the surveying equipment.

2.1.1 Survey Boat

a. The Contractor shall furnish survey vessel(s), diesel or gasoline powered, twin engine, not less than 30-ft. in length, and equipped with the following:

- Enclosed cabin;
- Space for four (4) passengers;
- Heating/air conditioning;
- Fully operated;
- U.S. Coast Guard certified;
- Navigation radar, as described in Section 35 20 23.23, paragraph entitled "Navigation Radar";
- Operable radio (same frequency as the dredge) for each dredge in operation;
- A surveying lead line as described in EM 1110-2-1003, Appendix B-2.
- Hydrographic Surveying System: Hydrographic surveying software (HYPACK or equivalent) and electronic horizontal positioning (Differentially corrected Global Positioning, DGPS), depth sounding and data acquisition instrumentation. The use of motion compensation (a heave/pitch/roll sensor) is optional; however, if it is not used, then the conduct of the survey will be restricted by roll/pitch/heave sea-state limits [>10 degrees (roll-pitch), >.5 ft. (heave)] as interpreted by the on-site Government Representative. Additionally, if the survey system utilizes motion compensation, then a side, bow or stern mounting of the fathometer transducer is acceptable; however, if motion compensation is not available, then the transducer must be hull mounted.
- The vessel(s) must, at minimum, have a fathometer bar check apparatus as described in EM 1110-2-1003, paragraph 4-10.

b. The height of the fathometer transducer face while the vessel(s) is static (draft) and in motion (settlement, squat) must be determined as described in EM 1110-2-1003, paragraph 4-13. A method must be established to determine and correct for any vessel draft changes during the surveying period [ex: Real-Time Kinematic (RTK) observations at static draft to increasing engine RPM (paragraph 4-13c).

c. Prior to surveying operations, a hydrographic system latency bias calibration test must be performed and the latency correctors must be applied (EM 1110-2-1003, paragraph 4-15).

d. "No Smoking" signs shall be posted and no smoking will be allowed when occupied by Government personnel.

2.1.2 Skiff

The Contractor shall furnish at no additional cost to the Government one skiff with an enclosed cabin, overall hull length of at least 22 feet and a combined weight capacity of at least 1200 pounds. The skiff shall bear a plate of certification for minimum boat flotation by the Boating Industry Association (BIA) and shall also meet the safety requirements in EM 385-1-1. The skiff shall be used to transport Government personnel to disposal areas and all points on the jobsite and be able to perform surveys in the disposal areas. The skiff shall be outfitted with two outboard motors of at least 40 horsepower (HP) for propulsion (with one 40 horsepower backup outboard motor available). The minimum full time crew for the survey skiff shall be one operator for the day shift. Refer to EM 385-1-1 for additional crew and equipment requirements.

2.1.3 Fathometer

2.1.3.1 General

All survey soundings shall be taken with a precision, high-resolution (0.1 ft.) fathometer. The acoustic ping rate shall be, at minimum, 10 soundings per second. To limit signal attenuation in areas of unconsolidated bottom sediments, the acoustic frequency utilized shall be within the range of 24-28 KHz and the Low Frequency Low Pulse Width shall be in accordance with the Manufacturers recommended settings for unconsolidated bottom sediments in shallow water depths (i.e., 0 to 150 feet). If a dual frequency fathometer is utilized, then the low frequency shall be within the 24-28 KHz range. At minimum, the equipment shall be capable of recording depths of water ranging from 3 feet under the transducer face(s) to a maximum of 50 feet. At this maximum depth, the sounding accuracy must be 0.5 ft (28 KHz transducer). Acoustic returns shall be recorded on thermal chart paper by a fixed, high-resolution printing element (no stylus). A digital fathometer may be used instead of paper charts as directed by the Contracting Officer's Representative, but the Contractor must still be capable of producing paper charts unless otherwise directed by the Contracting Officer's Representative. The paper chart scaling shall be in English units, no greater than 0-50 feet full-scale and graduated in 1 ft. increments with numeric depth annotations at the 0, 10, 20, 30, 40, 50 foot chart levels. The instrument shall, at minimum, be capable of adjusting transmit power, receiver sensitivity and time-varied gain settings and of inputting the correct speed-of-sound, vessel draft and tide values. Additionally, the surveyor shall print the control parameter settings on the chart paper at the start of all surveys and when any control settings are changed and before and after all bar checks. Prior to the Contractor taking preliminary field surveys, control parameter settings shall be turned into the Government Inspector for review to ensure the settings meet the surveying parameters. During the surveying of run lines, the fathometer shall be capable of annotating periodic event marks on the paper chart as directed by other surveying system components (positioning, controlling software) and be capable of transmitting each event sounding back to these system components for horizontal position tagging and data storage.

2.1.3.2 Calibration

Hydrographic fathometer calibrations shall be performed at the survey site by methods described in EM 1110-2-1003, paragraphs 4-10 through 4-15 and at a frequency listed in table 4-6 for navigation and dredging support surveys with soft bottom materials. The acoustic traces of the bar or ball check

calibrations shall be captured on the fathometer paper chart (at the 10, 20, and 30 foot depths, or as directed by the Government Representative) along with a notation indicating the site location (i.e. station, lat/long, x, y), the date, and time. Additionally, if a velocity meter probe is utilized, the average speed-of-sound reading for the entire water column and the location, date and time of the probe sounding must also be noted on the fathometer paper chart. All calibration and soundings shall be made in the presence and to the satisfaction of the Government Representative at the job site.

2.1.3.3 Low Frequency Signal Parameters

The Low Frequency Pulse Width range of cycles (i.e., 1 to 10) used shall not produce signal lengths less than 35 microseconds or greater than 125 microseconds.

For example, using an Odom MKIII 24 kHz transducer with a LF Pulse Width Setting of 2, will result in an 83.3 microsecond long signal.

2 cycles (i.e., LF Pulse Width Setting = 2) / 24,000 Hz = 83.3 microseconds

2.1.4 Horizontal Positioning Equipment

The hydrographic surveying vessel(s) must meet or exceed horizontal accuracy of U.S. Coast Guard (USCG) Maritime Differential Global Positioning System (DGPS) instrumentation for determining horizontal positioning during surveying operations in accordance with EM 1110-2-1003, paragraph 7-3. This DGPS instrumentation must have a positioning accuracy of 1-3 meters 2DRMS. Commercial DGPS Subscription Services or the USCG DGPS Radiobeacon Navigation Service may be used for real-time pseudo-range (differential) corrections. If the USCG system is to be utilized, then the English Turn beacon site shall be the source for differential corrections. The GPS antenna on the survey vessel(s) must be physically positioned directly above the fathometer transducer or the hydrographic surveying software suite must be capable of aligning the horizontal and vertical sensors.

2.1.5 Water Surface Elevation Measurement

The hydrographic surveying vessel(s) must reduce final survey elevations relative to project datum using tide staffs referenced in the Dredging Region Section(s). As directed by the Contracting Officer's Representative, visual water level observations, Real-Time Kinematic (RTK), Real-Time Networks (RTN), or post-processed kinematic elevation computations shall be used in accordance with EM 1110-2-1003, paragraphs 7-11 through 7-14. Real-time or post-processed methods must include a static observation adjacent to the tide staff(s) for calibration of orthometric heights to project datum.

PART 3 EXECUTION

3.1 SURVEYS

Surveys will include but will not be limited to the following surveys.

3.1.1 General

Surveys for all fixed stations shall be performed in accordance with EM 1110-2-1003, Chapter 4 - Section IV "Data Collection, Editing, and

Processing". Survey data provided herein is presented in NAD 83, US Feet format. The Contractor shall be able to use this data to lay out the work and subsequently provide completed work as specified herein to the Government. Prior to initiating positioning surveys using electronic survey equipment, a calibration test of the electronic measuring device shall be performed according to the manufacturer's instructions in the presence of the Contracting Officer's Representative. Calibration checks shall be run at the beginning and completion of each day's survey or portion thereof. Results shall be furnished daily to the Contracting Officer's Representative. All electronic surveys shall be tied to a fixed station. The station may be a Government furnished point or a temporary point established by the Contractor and approved by the Contracting Officer's Representative. Should the electronic measuring device fail to indicate the known distance within the factory defined error range for the device, the device shall not be used for determining survey positions. CEMVN Navigation Condition Surveys can be obtained from the following: https://www.mvn.usace.army.mil/Missions/Navigation/Channel-Surveys/.

3.1.2 Horizontal and Vertical Control Points

Horizontal and vertical control points for the work described herein are located in the Dredging Region Section(s).

3.1.3 Preliminary Field Surveys

Prior to taking any original cross sections, the Contractor shall run a preliminary field survey electronically controlled locating the baseline/centerline, towers, all buoys, channel markers, utility crossings, P.C.'s, P.T.'s, P.I.'s, and P.O.T.'s within the limits of the survey area. In addition, controlled cross sections of the channel 500-feet in width or water's edge to water's edge, whichever one comes first, shall be taken at locations designated by the Contracting Officer. These cross sections shall be taken at intervals to be determined by the Contracting Officer. The data from this survey shall be plotted on a plan sheet and submitted to the Contracting Officer for confirmation of correct channel alignment. The Contractor shall not proceed with any dredging work until the Contracting Officer determines the final channel alignment and furnishes this information to the Contractor.

3.1.4 Before and After Dredging Cross Sections

a. Before and after dredging cross sections of the channel shall be taken at approximately 200-foot intervals along the channel, as well as at all utility crossings and at all P.C.'s, P.T.'s, P.I.'s, and P.O.T.'s. Depth soundings shall be made with the hydrographic surveying system (as described in the paragraph entitled "Survey Equipment") and the recorded sounding resolution shall be one sounding for every 5 feet along the cross section runlines (normal to the centerline). The recorded depths shall be to a resolution of 0.1 feet. The sensitivity/gain control setting that is selected for the survey area bottom material-type must also be used for the bar check calibrations and must not be adjusted during hydrographic surveying (EM 1110-2-1003, paragraph 4-6). In areas of consolidated bottom material, the digitized and recorded depth soundings shall indicate the true channel bottom. However, in survey areas containing unconsolidated bottom materials, acoustic measurements must be augmented with lead line measurements. These leadline measurements must be notated on the fathometer paper chart and taken at a minimum of 5,000 foot intervals; on the channel centerline and both edges of cut, or as determined by

the Government Representative on the jobsite. The procedures for surveying in unconsolidated bottom material areas are outlined and described in EM 1110-2-1003, Appendix P and more specifically P-8a. The real-time fathometer paper charting of the surveying runs, to include calibration and leadline events and all survey notations, shall be furnished to the Government. Electronic or digital fathometer read-outs will be acceptable as directed by the Contracting Officer's Representative. Stored hydrographic data (x,y,z) shall also be furnished to the Government in a structured ASCII format on compact disk (CD) media.

b. A chart layout of the before dredging cross sections shall be prepared by the Contractor and approved by the Contracting Officer's Representative. This graphical chart must represent a scaled plan view of the survey area with the recorded 5 foot interval depth soundings (0.1 foot resolution) plotted at their x,y positions.

c. The actual location of each sounding taken on each before dredging cross section range shall be provided. This information shall be in the form of printout tabulation giving the actual distance of the soundings from the centerline (on an azimuth normal to the centerline of the cut). Soundings shall be to the nearest 0.1-foot referred to the water surface. This information shall also be plotted on a printout sheet, horizontal vertical scale, along with a section showing the required dredging dimensions. The time and date taken shall be shown and the gage reading applicable to the survey shall be shown. The applicable gage shall be read to the nearest 0.1-foot prior to and after each day's survey. More frequent readings may be required when directed by the Government Representative.

d. The Contractor shall remove, at no additional cost to the Government, any material in the navigation channel outside the area designated to be dredged if the material falls within the channel and was not indicated on the before dredging survey (roll effect downstream of the cutterhead dredge).

3.1.5 Disposal Area Surveys

a. The Contractor shall perform before and after surveys at each disposal area, as directed by the Government representative. The "Before" discharge survey shall be taken as close as possible to the start of discharge operations at each location. The "After" discharge surveys shall be taken as soon as practicable after discharge operations have ceased at each location and shall extend to adequately cover the area impacted by dredged material placement.

b. Before and after disposal area cross sections shall be taken at approximately 200 foot intervals within the disposal area. A minimum of 3 before and after disposal area cross sections shall be taken normal to the channel centerline, as well as 3 cross sections parallel to the channel centerline. Elevations shall be determined every 20 feet along the cross sections. All surveys shall be tied/referenced to the centerline of the channel with zero (0) distance of each cross section beginning at the channel centerline. Soundings shall be to the nearest 0.1 foot precision, shall be expressed in feet, and shall be referenced to 0.0 feet NAVD88. All range azimuths and notes resulting from these surveys shall be presented to the Contracting Officer's Representative.

c. The before and after disposal surveys shall be furnished to the Government in CAD and PDF formats including plan and section views. Survey data shall also be provided in ASCII XYZ format (easting, northing, elevation). All survey data shall be referenced to NAD83, State Plane Coordinates, LA South 1702 horizontally and Mean Low Gulf vertically. All disposal area surveys shall be submitted and accepted before final payment is made to the Contractor. In addition, the before and after disposal surveys shall be submitted to Mr. Jeff Corbino electronically at Jeffrey.M.Corbino@usace.army.mil.

3.1.6 Collecting, Recording, Processing, and Transmitting Data

The data obtained from the electronic positioning/control system and the fathometer shall be collected, recorded, and processed. Soundings shall be recorded to the nearest 0.1-foot and the X and Y coordinates of these soundings shall be recorded to the nearest foot. The applicable gage shall be read to the nearest 0.1 foot prior to and after each day's survey. More frequent readings will be required when directed by the Government Inspector. From the processed data, the Contractor shall provide certain survey information taken for the purpose of computing the total amount of work to be paid for. The Contractor must furnish the required data on CD/DVD/e-mail containing ASCII character set. The information received shall be free of errors and in the following format: (a) the X-coordinate in feet of a recognized Louisiana Lambert grid system, (b) the Y-coordinate in feet of same recognized Louisiana grid system, (c) the elevation, and (d) remarks such as the station number (i.e. 1+00), CL (for centerline), ES (for end of station), EJ (end of file), and direction of survey (either "L" for + or "R" for -, followed by Station No., i.e. L 30+00). The time and date the cross section was taken and the gage reading applicable to the section must be included. The electronically recorded data files, along with a hard copy of the track plotter surveys, plotted on the chart to show compliance with alignment, and quantity computations shall be presented to the Government Representative on site no later than three days after the survey is taken. Not submitting the data in accordance to the specifications and within the allotted time will be cause to withhold progress payment. Under no circumstances shall the information be edited for the purpose of eliminating incorrect soundings. The Contractor shall provide a separate file listing all incorrect soundings to be eliminated. The Contractor shall submit a separate survey file for each 2,000 feet acceptance reach (or portion less than 2,000 feet for the final reach of an assignment) unless otherwise directed by the Government Inspector. The beginning station for each file shall be the repeated ending station from the previous file (i.e., Sta. 820+00 to 840+00, Sta. 840+00 to 860+00, etc.).

3.1.7 Acceptance Profiles

Upon completion of dredging in a designated reach, waterway profiles shall be taken over the same dredging reach. Distances between soundings on each profile shall be 20 feet. Controlled profiles of the waterway shall be made along the dredge cut centerline and one at each outside bottom edge of the cut. The Government reserves the right to direct additional soundings to be taken along ranges normal to the above defined profiles at no additional cost to the Government. This information shall be plotted on a printout sheet, 1 inch = 300 feet horizontal: 1 inch = 10 feet vertical scale. Waterway profiles shall be performed for secondary dredging regions as directed by the Contracting Officer if these regions are utilized.

3.1.8 Quantity Computations

Reference Section 35 20 23.23, paragraph entitled "Dredging Performance Pay Adjustments". For the purpose of computing the average actual production rate, the actual quantity of dredged material removed shall be measured by the cubic yard by computing the volume along the centerline between the before and after dredging cross sections using the average end area method and limited by the allowable dredging tolerances described in Section 35 20 23.23, paragraph entitled "Required Production and Dredging Tolerances". The Contractor shall make dredging volume computations which shall be furnished to the Government with the before and after survey data described in the paragraph entitled "Before and After Dredging Cross Sections". In computing end areas and volumes for the purpose of computing the average actual production rate payment, the Contractor shall translate all cross section survey shots to the correct azimuth normal to the centerline of the cut and shall insert a shot at the actual station C/L with an interpolated elevation. The Government will check and verify the computations using this data, which will be used to compute the actual dredging rate in accordance with Section 35 20 23.23, paragraph entitled "Dredging Performance Pay Adjustments". No before dredging cross sections will be allowed to be taken and used for quantity computations within 500 feet in front of the dredge.

3.1.9 Survey Data

Each field book shall be given an identification number, which shall be noted on each page of the book. The information shown in the field notes shall meet the requirements of the Contracting Government Representative. The Contractor shall promptly plot the channel cross sections on a scale of 1 inch = 100 feet horizontal and 1 inch = 10 feet vertical. Plotted cross sections, profiles, and duplicate notes shall be kept at the jobsite at all times and made available to the Government Representative upon request. The Contractor shall furnish to the Contracting Officer's Representative the plotted original cross sections for a minimum distance of 500 feet ahead of the dredging location in the direction of work progression. One copy of all plotted before and after dredging cross sections shall be kept in the lever room of the dredge at all times.

-- End of Section --

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Figure 1: Minimum Dredge Plant Length

Sample Pump Curve

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SECTION 35 20 23.23

HYDRAULIC DREDGING

PART 1 GENERAL

1.1 SCOPE

It is the purpose of these specifications to secure for the Government the hire and operation of one cutterhead dredge, with a dredge discharge size not less than 27 inches inside diameter (ID) complete in all respects, including all attendant plant, and crew. The dredge shall be efficient and effective for all work described in these specifications. All floating plant shall comply with applicable US Coast Guard and US Public Health Service regulations. The Contractor shall furnish all plant, materials, equipment, supplies, labor, and transportation, and perform all work in strict accordance with these specifications. All work, materials, and services not expressly called for in these specifications, but which may be necessary for complete and proper operations to carry out the contract in good faith shall be performed, furnished, or installed by the Contractor at no increase in cost to the Government. All work under these specifications shall be performed in accordance with the provisions of EM 385-1-1 "Corps of Engineers Safety and Occupational Health Requirements Manual", the latest edition.

1.2 MEASUREMENT AND PAYMENT

1.2.1 Mobilization and Demobilization

An item to cover the cost of initial mobilization and final demobilization of the Contractor's dredge and all attendant plant under this contract is included and will be paid for as stipulated in the Contract Clause entitled "*Payment for Mobilization and Demobilization*" (DFARS 252.236-7004). The Contractor shall be responsible for staking its own approach for initial and interim mobilization and demobilization, for its dredge and all attendant plant, from the plants location where last employed, to the dredging region(s), as described in the applicable Dredging Region Section(s). The Government will not provide any payments to the Contractor, in addition to the contract job price.

1.2.2 Dredging and Option Dredging Items

All costs for a fully operated cutterhead dredge shall be included in the contract unit price per hour in the "Dredging" and "Option Dredging" items on the bidding schedule. Payment for a fully operated cutterhead dredge will be made at the contract unit price per hour for "Dredging" and "Option Dredging" at the pay times stipulated in the following subparagraphs. Price and payment shall constitute full compensation for furnishing all necessary plant, labor, fuel, supplies, safety equipment and procedures, crew, furnishing and maintaining communication equipment, crew boats, survey boat and operator, surveys, aerial photography documentation, satisfactory disposal of dredged material, a fully operational marsh buggy crane hoe (includes operator) 24 hours a day for disposal area operations, and all operational incidentals thereto.

a. Payment Hours. The hours listed in the bid lots for dredging payment items are payment hours and are equivalent to 100% Pay Time

Hours. For the purposes of determining payment, elapsed time and the completion time of the contract, actual hours worked in the 100% pay time status will be converted to adjusted payment hours in accordance with the the paragraph entitled "Dredging Performance Pay Adjustments". Actual hours worked in the 70% pay time status and 35% pay time status will be converted to base payment hours by multiplying by 0.70 and 0.35, respectively. All converted base payment hours will be paid at the contract hourly rate for dredging payment items. Converted 70% and 35% base pay time hours will not be adjusted for dredging performance as specified in the paragraph entitled "Dredging Performance Pay Adjustments". Total payment hours as shown on the bidding schedule under dredging payment items shall be the sum of adjusted payment hours for effective dredging time adjusted for performance, as specified in this section, converted 70% base pay time hours and converted 35% base pay time hours. The contract total price will not be exceeded for adjustments made to contract payment hours.

b. Required Production and Dredging Tolerances. Dredging shall be performed at or above the required minimum production rate as specified herein unless assignments involve non-standard dredging, as described in the paragraph entitled "Dredging in Non-Standard Reaches and Conditions". To avoid excessive unnecessary dredging at each assignment, quantities shall be measured to the actual elevation of dredging, not to exceed 1 foot below the dredging assignment's specified elevation and the actual swing width, not to exceed 10 feet beyond the specified swing width on each side.

c. Start of Pay Time. Pay time for the cutterhead dredge shall begin on the date and time when material begins flowing out of the discharge pipeline.

d. 100% Pay Time Hours. When the cutterhead dredge is operating with the cutterhead effectively moving material through and out of the discharge pipeline, and meeting the minimum production requirements specified in the applicable Dredging Regions Section(s), and the paragraph entitled "Dredge Plant", the Contractor will be paid at the applicable contract price per hour, to the nearest minute, after adjusting for performance. Actual dredging hours shall be converted to adjusted payment hours in accordance with the paragraph entitled "Dredging Performance Pay Adjustments" when working in "Standard" dredging reaches and conditions. If the Contractor's dredge is working in a "Non-Standard" dredging reach or condition as defined in the paragraph entitled "Dredging in Non-Standard Reaches and Conditions", and the dredge is producing at rates less than the required minimum, then payment for 100% pay time hours will be made at the contract hourly rate for the dredging payment items without downward adjustment. The Contractor will receive upward performance adjustments in "Non-Standard" dredging reaches/conditions, if the contract minimum dredging rate is exceeded. The Contractor shall remove all material in the assigned template in one pass unless otherwise directed by the Contracting Officer.

e. 70% Pay Time Hours. The following will be considered non-effective dredge time. The actual hours clocked as 70% pay time hours that fall within the definition of this subparagraph will be measured to the nearest minute and converted to base payment hours as specified in the paragraph above entitled "Payment Hours".

(1) Changing location of plant within a job assignment;

(2) Movement of the dredge and attendant plant from one assignment to another assignment within the same dredging region or from one dredging region to another, using dredge towing services paid under the towing service payment item. All 70% pay time under this subparagraph shall be measured from the time material stops flowing out of the discharge pipeline, until the time material is flowing out of the discharge pipeline at the new location. The pay time shall include preparations time and time to move the dredge to the new dredging location with the preparation time limited to 6 hours each to stop and start up. Payment for the dredge moving time shall be the actual hours not to exceed the following: (the shortest distance, regardless of dredge size or configuration, from the current dredging location to the new dredging location) / (the minimum tow rate of 3 mph for moving upstream and 5 mph moving downstream);

(3) Stopping work to permit the passage of other vessels, or allowing vessels to dock or depart from a wharf. The Contractor shall make such openings upon signal of any vessel or craft desiring to pass;

(4) Moving swing anchors and wires, and adjusting spud slings made necessary by the progress of the work;

(5) Up to two hours for the purpose of adding or removing floating discharge pipeline;

(6) Up to four hours for the purpose of handling in-place submerged pipeline in the event it becomes necessary to relocate or reconfigure the discharge pipeline to maximize pipeline length;

(7) Time for the purpose of handling shore discharge pipeline;

(8) Up to four hours at a time for the purpose of changing/modifying the cutterhead to a different size or type, or for the purpose of replacing the pump impeller with a different size or type, or for replacing blades in the pump or wipers on the cutter;

(9) Removal of debris and obstructions from the pump, pipeline, and cutterhead, and washing out the pipeline before handling;

(10) Repair or replacement of floating pipeline sections when pontoons are damaged through no fault or no negligence of the Contractor;

(11) Changing to spuds of different lengths, up to four hours at a time;

(12) Seeking a harbor of refuge because of an approaching hurricane or tropical storm. The plant shall be placed on 70% pay time hours when material stops flowing out of the discharge pipeline in order to begin preparations to move the plant to the harbor of refuge site approved by the Contracting Officer. Pay time will remain at 70% pay time hours for up to 48 hours. All hours over 48 hours shall be 0% pay time hours. Towing costs for moving to and from harbor of refuge will be at the Contractor's expense. Refer to the paragraph entitled "35% Pay Time Hours" for

payment of time during ordinary inclement weather on an assignment or while en route between assignments;

(13) Up to 24 hours for delays caused by others, which are beyond the control of the Contractor;

(14) Delays caused at the direction of the Contracting Officer or due to lack of a dredging assignment.

f. 35% Pay Time Hours.

(1) Ordinary inclement weather on an assignment or while en route between assignments, except for hurricanes and tropical storms, shall be considered as 35% pay time hours and shall be measured to the nearest minute and converted to base payment hours as specified in the paragraph entitled "Payment Hours". The plant shall be placed on 35% pay time hours when material stops flowing out of the discharge pipeline in order to begin preparations to move the plant to the harbor of refuge site approved by the Contracting Officer. The plant shall remain on 35% pay time hours until material starts flowing out of the discharge pipeline at the previously assigned or newly assigned dredging location. No payment, or division of payment, shall be made for other items or work from the time when the Contracting Officer places the plant in inclement weather status to the time it is removed from that status by the Contracting Officer. Towing costs for moving to and from harbor of refuge shall be at the Contractor's expense. Refer to the paragraph entitled "70% Pay Time Hours" for payment of time during hurricanes and tropical storms.

g. 0% Pay Time Hours. No payment for dredge time will be made for time lost:

(1) At the direction of the Contractor;

(2) When, through the fault or negligence of the Contractor, part of the necessary equipment is unserviceable or not available;

(3) Due to shutdowns for the repair or replacement of worn-out or unserviceable equipment;

(4) When the plant is idle because the Contractor has failed to give notice of assignment completion;

(5) Due to late arrival of towboats;

(6) For removing misplaced material or obstructions;

(7) Due to shutdowns for nonconformance with safety requirements;

(8) For refueling operations that interfere with dredging operations;

(9) From accidents resulting in injury to Contractor or Government personnel or others;

(10) Due to dredge standby during repairs of failed retaining dikes or pipelines;

(11) In excess of the various limits specified in the paragraph entitled "70% Pay Time Hours";

(12) For reasons not covered by paragraphs entitled "100% Pay Time Hours", "70% Pay Time Hours", and "35% Pay Time Hours";

(13) For time spent traveling to the location of a new dredging assignment when the dredge does not use the shortest route, regardless of dredge size or configuration, to mobilize from its current location to the new dredging assignment. In this case, the Contractor will be paid for the time that would have applied if the dredge had traveled the shortest route, as per the paragraph entitled "70% Pay Time Hours";

(14) When, through the fault or negligence of the Contractor, the after dredging cross sections are not in compliance with the issued assignment. In this case, the Contracting Officer will require the Contractor to re-mobilize the dredge and attendant plant to the deficient reach, re-dredge the deficient area, and demobilize from the deficient dredging area at no additional cost to the Government. 0% pay time hours shall start from the time material stops flowing out of the discharge pipeline where the work was interrupted and continue until the time material is flowing out of the discharge pipeline at the location where the work was interrupted.

h. Classification of Pay Time. When conditions are such that more than one pay status (100%, 70%, 35%, 0%) is appropriate, then pay time shall remain under the lowest applicable classification, until the cause of the lower classification is removed.

i. Accounting for Dredge Time. The Contractor should note that the dredge must account for the full 24 hours of each day, including the first and last day of work. All time will either be 100% time, 70% time, 35% time, or 0% time. When considering daylight savings time changes, only elapsed time will be accounted for.

j. When conditions are such that the Contractor is placed on 0% pay time hours, the Contractor shall remain at 0% pay time hours until material begins flowing out of the discharge pipeline.

k. See the paragraph entitled "Deficient Dredge Performance" for cases of rate adjustment.

l. Dredging Performance Pay Adjustments. Throughout the duration of this contract, 100% pay time hours shall be adjusted based on actual dredging. The adjustment of all 100% pay time hours to adjusted payment hours shall be made by multiplying the actual hours worked in a 100% pay time status by the ratio of the actual hourly production rate to the minimum required production rate specified in the applicable Dredging Region Section(s). Dredging performance pay adjustments will be made for each 14-day period of dredging or shorter periods thereof when deemed appropriate by the Contracting Officer. Partial payments will be made monthly based on the cumulative results of each 14-day evaluation.

(1) Computation of the Average Actual Production Rate. The Contracting Officer will compute the average actual dredge production rate. This rate will equal the ratio of the actual

quantity of dredged material divided by the actual amount of effective dredging time (100% pay time hours) and will be computed for those periods classified as "Standard" dredging reaches by the Contracting Officer and where the minimum production rate is exceeded in non-standard dredging reaches. The actual quantity of material dredged will consist of the difference between "before" and "after" dredging end areas that lie within the tolerances described in the paragraph entitled "Required Production and Dredging Tolerances". Hydrographic survey data must be in accordance with the requirements specified in Section 35 01 50.73, Surveys. These Contractor performed surveys, witnessed by the Government, shall be provided to the Contracting Officer within 24 hours after they are taken.

(2) Hours Adjusted for Performance. Adjusted payment hours shall be computed for all effective dredging time (100% pay time hours) for standard dredging reaches and where the minimum production rate is exceeded in non-standard dredging reaches during each partial pay estimate period as follows, except as noted in paragraph 1.2.2(m). Once this adjustment is made for a partial pay estimate period it will not be changed or combined with computations of another pay estimate period.

Adjusted Payment Hrs =

$$\frac{\text{(Average Actual Production Rate)X(Actual Effective Dredging Time)}}{\text{(*Contract Minimum Production Rate)}}$$

*Different Contract Minimum Production Rates. Payment hours for all effective dredging time will be computed using the appropriate minimum production rates specified in the applicable Dredging Region Section(s).

m. Standard Dredging Conditions. Standard dredging conditions include all assignments except those specifically defined as "Non-Standard" in the paragraph entitled "Dredging in Non-Standard Reaches and Conditions". When dredging in standard dredging conditions, the Contractor shall attain at least the minimum production rate specified. Should the Contractor fail to meet this minimum required production rate, the Government will take action as specified in the paragraph entitled "Deficient Dredge Performance".

n. Dredging in Non-Standard Reaches and Conditions.

(a) Non-Standard dredging reaches are defined as:

When the assignment or portions thereof yield less than the Cross Sectional Quantity per foot of channel as defined below, the assignment or portions thereof will be considered Non-Standard.

The Cross Sectional Quantity represents an average Quantity per foot of channel and is not to be associated with any minimum or maximum height of material.

$$\text{Cross Sectional Quantity (cy/ft)} = (4w+16s)/27$$

Where w = Bottom swing width of dredging template as directed by Contracting Officer
s = Side slope of dredging template as directed by Contracting

Officer
Where s conforms to the following dimension: 1 vertical on s horizontal

(b) Non-Standard dredging conditions are defined as:

(1) When the specified elevation of the dredging assignment is less than 11 feet below the water surface;

(2) All dredging in the vicinity of underground pipelines and underground utilities.

(c) See the Dredging Region Section(s) for additional Non-Standard conditions within each specific Dredging Region.

(d) Should production in these reaches and/or conditions exceed the minimum required by the contract when averaged over a standard 24-hour day report period, then the 100% pay time hours for that day shall be adjusted for performance.

(e) When dredging in reaches or conditions determined to be non-standard by the Contracting Officer and the minimum production rate is not attained, the actual dredging time shall be considered as 100% pay time hours and paid at the contract price per hour without adjustment for performance, provided that the Contractor has made every effort to maintain the maximum possible production and the Contracting Officer concurs that the Contractor has in fact made such satisfactory effort.

o. At approximately, but not less than 120 hours before exhaustion of the base dredging hours, the Contracting Officer will compute the average production rate that has been attained by the dredge during all periods when the 100% pay time hours have been adjusted for performance. This computed average production rate will be used to determine the contract time remaining and will fix the production rate for payment purposes of all remaining work in Standard dredging reaches. Should the actual production rate fall below 90 percent of this computed rate, the Contracting Officer will adjust downward the 100% pay time hours based on the latest actual average dredging rate attained. If the Government elects to exercise the optional dredging item at approximately, but not less than 120 hours before exhaustion of the base dredging hours, the pay for performance adjustment mechanisms will remain in force from this point onward until approximately, but not less than 120 hours before exhaustion of the optional dredging hours. At approximately 120 hours before completion of the final dredging assignment, the Contracting Officer will compute the average production rate that has been attained by the dredge during all periods when the 100% pay time hours have been adjusted for performance. This computed average production rate will be used to determine the contract time remaining and will fix the production rate for payment purposes of all remaining work in Standard dredging reaches. Should the actual production rate fall below 90 percent of this computed rate, the Contracting Officer will adjust downward the 100% pay time hours based on the latest actual average dredging rate attained.

p. When the Government does not receive from the Contractor, the hydrographic survey data used to determine actual production within specified time requirements, 100% pay time hours shall be paid at the basic hourly rate specified in the bid schedule for the dredging

payment items. Once the required hydrographic survey data is received by the Government, the payment hours will be re-computed for the pay estimate period in question and any adjustments due will be paid in the next partial pay estimate.

1.2.3 Dredge Towing Service Item

a. General. The Contractor shall furnish towing services described in the paragraph entitled "Dredge Attendant Plant" to move the dredge and equipment between dredging or standby locations on approximately 12 hours advance notice.

b. Measurement. Measurement for towing services will be made by the mile, not for each towboat by the mile, measured to the nearest 0.1 mile along the channel centerline. Miles for towing the dredge will be limited to the actual amount of all towing miles. No additional measurement will be made when the towboat does not use the shortest route, regardless of dredge size or configuration, to mobilize from its current location to the new dredging assignment. In this case, the measurement will only include the miles that would have applied if the towboat had traveled the shortest route. No measurement will be made for towboat(s) delivery miles to the worksite from their respective location(s) where last employed, nor for miles used in returning the towboat(s) to their respective location(s) where last employed.

c. Payment. Payment for dredge towing service will be made at the contract unit price per mile for "Dredge Towing Service". No additional payment will be made for any towboats and/or towing miles that may be necessary to move attendant or auxiliary plant. No payment will be made for towing service required in moving the dredge and attendant plant to or from a harbor of refuge, due to an approaching hurricane or tropical storm.

1.2.4 Flotation Channel Excavation Option Item

a. General. Flotation channel(s) excavation may be required to access the disposal area(s). If a flotation channel is required, the location of the flotation channel(s) must be approved by the Contracting Officer's Representative in conjunction with personnel from the Louisiana Department of Wildlife and Fisheries.

b. Measurement. If flotation channel excavation is required to access the disposal area(s), the Contractor will be paid per each linear foot that is excavated. The flotation channel shall be excavated to the minimum dimensions necessary to place the discharge pipeline and access the disposal area. The bottom width of the flotation channel shall not exceed 70 feet and the bottom elevation shall not exceed -8.0 feet NAVD88. The excavated material shall be placed adjacent to the flotation channel unless otherwise directed by the Contracting Officer and shall not exceed +5.0 feet NAVD88. If this material returns to the flotation channel or the Atchafalaya River, it shall be the responsibility of the Contractor to remove at his/her expense. It is the Contractor's responsibility to assess site conditions to determine the work effort necessary for construction.

c. Payment. All costs associated with excavating and maintaining the flotation channel(s) shall be included in the price per linear foot for Option Item "Flotation Channel Excavation". Payment will not be made if in the opinion of the Contracting Officer's Representative,

excavation of the flotation channel is not required for use of the disposal area.

1.2.5 Work for Others

The dredge may be released from this contract for the convenience of the Contractor, upon approval of the Contracting Officer. The dredge shall remain on 72 hour call by the Contracting Officer during the release period. Regardless of the pay status of the dredge at the time it is released, the dredge will immediately go to a non-pay status, and remain so until it is recalled to work. Demobilization at the time of release, and mobilization at the time of recall, will not be paid. Payment will cease at the time dredge material stops flowing out of the discharge pipeline. Payment will resume:

a. If the dredge returns to an assignment in the same dredging region, when dredged material starts flowing through the discharge pipeline;

b. If the dredge returns to an assignment in another dredging region, when the dredge in tow enters the route that would have been taken had the dredge not been released;

c. If the dredge returns to an assignment in another dredging region and the dredge in tow never enters the route that would have been taken had the dredge not been released, when dredged material starts flowing through the discharge pipeline; or

d. If the dredge is already located at some point along the route between the previous and new assignments, upon departure for the new assignment.

1.3 REPORT OF OPERATIONS

1.3.1 Daily Report of Operations

The Contractor shall prepare and submit a Daily Report of Operations (MVN Form 4267) and the Original Leverman's Log signed by each shift leverman, for each dredge working. The MVN Form 4267 provided at the end of this section shall be used in lieu of the RMS Form 4267 and uploaded to RMS separately. These documents shall be submitted electronically on a daily basis and not in groups, e.g. several daily reports packaged together at one time. The original and one copy of these records in report form shall be submitted electronically to the Government Inspector daily within 12 hours after the date covered by the report. Each daily report shall only include the information beginning at 0000 hours and ending at 2400 hours of that day. All calendar days shall be accounted for throughout the life of the contract. A sample of MVN Form 4267 is included at the end of this section.

1.3.2 Monthly Report of Operations

The Contractor shall also prepare a report of operations for each month or partial month's work on MVN Form 322 (Work Sheet for Preparing Consolidated Form 4267). The monthly report shall be submitted electronically on or before the 7th of each month, consolidating the previous month's work. MVN Form 322 can be computer generated and shall be approved by the Contracting Officer's Representative on site. A sample of Form MVN 322 - Work Sheet for Preparing Consolidated Form 4267 and Form 4267 - Report of Operations - Pipeline, Dipper or Bucket Dredges is attached at the end of this section.

1.3.3 Final Report

Upon completion of the work, the Contractor shall electronically submit information for a final report, which consolidates all of the monthly reports, within 7 calendar days of contract completion.

1.3.4 Distribution of Reports

The Contractor shall distribute one electronic copy of all reports (daily, monthly, and final) to the Administrative Contracting Officer, Contracting Officer's Representative, and Government Inspector. Each Report of Operations shall be maintained by the Contractor on the dredge. Any additional instructions will be provided by the Administrative Contracting Officer. Upon completion of the job, the Contractor shall also submit a consolidated job report, combining the monthly reports in accordance with the previously listed distribution.

1.4 DREDGE AND ATTENDANT PLANT DATA SHEET

The Contractor shall complete the plant data sheet located in the paragraph entitled "Cutterhead Dredge And Attendant Plant Data Sheet" for the dredge and attendant plant the Contractor will use to perform the work under this contract. The completed data sheet shall be submitted in the Contractor's bid package as stated in Section 00 10 00. The dredge and attendant plant data sheet submittal shall constitute a certification that the described plant is available to, and under control of, the Contractor, and shall be for official Government use only. If the Contractor is a joint venture, all parties of the joint venture shall sign the data sheet, with the party owning the dredge and attendant plant identified in the data sheet. If the Contractor requests a substitution of plant or addition of plant during the contract, the plant data sheet of the substituted plant or the additional plant must be submitted at the time of the request. The Contractor shall submit the request timely in order to provide the Government at least 14 calendar days to review the request and complete all necessary paperwork.

1.5 DREDGE CREW

No additional payment will be made for crew in excess of required minimums.

a. Contractor Responsibility. The Contractor shall furnish, subsist if necessary, and pay all crew required for the satisfactory and efficient operation of the dredge and attendant plant, and for handling of pipelines. Subsistence and per diem travel expenses for the crew shall be the responsibility of the Contractor. Minimum crew will be in accordance with US Coast Guard requirements. The Contractor shall be responsible for all accidents to crew and plant and for compliance with all laws pertaining to labor on dredges and attendant plant. Each crewman, when absent, shall be relieved by a qualified replacement. The Contractor shall remove from duty any crewman who, in the opinion of the Contracting Officer, is objectionable or incompetent. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

b. Boat Operators. All operators of boats exceeding 25 feet in length shall possess a current operator's license, issued by the US Coast Guard, for the class of vessel being operated. The Contractor is responsible for ensuring that subcontractors comply with this requirement.

c. Tank Barges. Tank barges need not be manned unless in the opinion of the Officer-in-Charge, Marine Inspection Office, US Coast Guard, such manning is necessary for the protection of life and property and for the safe operation of the vessels; provided, however, that towing vessels, while towing barges which need not be manned, shall carry in the regular complement of the towing vessel and shall have on board at all times while towing, at least one licensed officer or certified tankerman (CG 123, para. 35.35-1, 1 Aug 77, or 46 CFR Subchapter D).

d. Fuel Transfer Operations. A sufficient number of crew shall be on duty to perform transfer operations. In the case of unmanned barges, the owners or operators of such barges shall insure that a person holding a valid license as master, mate, pilot, engineer, or a certified tankerman is on duty to perform the transfer operation, which licensed person or certified tankerman shall be considered as the person in charge of the unmanned tank barge (CG 123, para. 35.35-1, 1 Aug 77, or 46 CFR Subchapter D). MVN 385-10-R (latest edition), Fuel Oil Transfer form shall be submitted to the Contracting Officer's Representative for each fuel transfer operation.

e. Minimum Crew. The following personnel are the minimum crew required for the dredge to comply with the contract. Additional crew will be required for the survey boat and for handling shore pipelines and maintaining disposal areas. No additional payment will be made for providing additional crew. The listed day-shift crew is in addition to the minimum crew each shift.

Minimum Crew Each Shift	Additional Crew Required for Day Shift Only	Shore Crew Required when Shore Pipeline is Used
1 - Leverman 1 - Engineer 1 - Mate 2 - Tender Operators 3 - Deck Hands	1 - Captain 1 - Chief Engineer 1 - Field Survey Engineer 1 - Deck Captain 1 - Welder 1 - Deck Hand 3 - Laborers	1 - Foreman 1 - Dozer/Marsh Buggy Operator

1.6 AERIAL PHOTOGRAPHY DOCUMENTATION

The Contractor shall provide aerial photography documentation of the worksite and construction activities during the contract duration. At a minimum, the proposed disposal areas shall be flown two (2) times; namely: prior to initiation of dredging and upon completion of disposal activities. During the flights, the significant features of work (dredge plant, proposed disposal areas, discharge site, working equipment, etc.) shall be captured. In general, sufficient images shall be taken to thoroughly cover the project. All images must be sharp, clear, relevant and available in full JPEG format. The Contractor shall document/monitor all construction activities, before and after construction using aerial photography at oblique angles. The deliverables shall be still photos that

cover the extent of the contract operations. All photographs provided shall be labeled with the following: contract number, date of photography, and photographic company name. Photographer shall have a minimum of 3 years' experience. The Government is granted unlimited use of all images without further costs. The Contractor shall electronically submit a PDF format review package to the respective area office personnel and to Mr. Jeff Corbino at Jeffrey.M.Corbino@usace.army.mil. Once the Contractor receives approval from the respective area office personnel, the Contractor shall submit the JPEG images into RMS. This submittal and review process shall be done immediately after the initial images are taken prior to dredging and immediately after the final images are taken upon completion of disposal activities.

PART 2 PRODUCTS

Although listed under PART 2 PRODUCTS, the equipment described herein remains the property of the Contractor at all times.

2.1 PLANT

2.1.1 Dredge Plant

a. Plant shall be kept in condition for efficient work at all times. Award of this contract shall not be construed as a guarantee by the Government that the Contractor's plant is adequate for the performance of the work. No reduction in the capacity of the dredge plant shall be made except by prior written permission of the Contracting Officer.

b. If the Contracting Officer determines that any item of plant, or any part thereof:

(1) is inadequate for the service required;

(2) is not being operated at full capacity, according to the paragraph entitled "Deficient Dredge Performance";

(3) has become unserviceable or incapable of efficient work; or

(4) is not being effectively operated because of reduced crew below that necessary as defined in the paragraph entitled "Dredge Crew", or incompetent crew, then the Contracting Officer shall notify the Contractor in writing of his decision. The Contractor shall then replace any unsatisfactory plant and correct any defects, including incompetent crew.

c. The Contractor or a representative with full authority to act for him/her, in the care and operations of the plant, shall be on the site of the work at all times.

d. The Government will not be responsible for the dredge and attendant plant or any damage thereto during the period of the contract. The Contractor shall release the Government, and its officers and agents, from responsibility for damages ordinarily covered by fire and marine insurance.

2.1.2 Size and Equipment of Dredge Plant

a. The dredge plant length measured horizontally from the digging spud to the cutterhead's location while dredging at a channel depth of 30

feet, measured from the water surface, shall be no less than 365 feet to meet the swing requirements specified in subparagraph d below. See the attached Figure 1: Minimum Dredge Plant Length at the end of this section. If the Contractor's dredge plant length, as described above, cannot meet 365 feet, the Contractor shall include an idler barge that enables the dredge plant length to meet or exceed 365 feet. Dredge plant that cannot meet the minimum required dredge plant length will not be allowed to perform work under this contract.

b. The dredge discharge size is considered to be the least inside diameter of the following: the main pump discharge, the submerged pump discharge, the booster pump discharge, or the discharge pipeline. Dredges shall meet or exceed the minimum production rate requirements listed in the table located in the Dredging Region Section(s). Interpolation between swing widths may be used to obtain production rate values not explicitly shown. Swing width is defined as the distance that the cutterhead must move from side to side in the waterway on a particular setting of a spud, as directed by the Government.

c. Submerged pumps shall meet the following conditions in order for the dredge to be classified as utilizing a submerged pump:

(1) The submerged pump shall be located on the cutterhead ladder and shall be placed at a distance of no more than two-thirds the length of the ladder from the cutterhead.

(2) The submerged pump shall be fully immersed.

(3) The submerged pump is operating.

d. The cutterhead ladder shall be of sufficient length to provide a uniformly dredged channel depth of 30 feet, measured from the water surface. The spuds shall be of sufficient length to perform dredging operations in water depths from 11 to 35 feet. The dredge shall be capable, from each setting of the spud, of dredging a channel at least 400 feet wide, while swinging through an arc of 35 degrees to either side of the centerline of the cut (total arc 70 degrees or less) while at a depth of 30 feet, measured from the water surface. The Contractor shall fulfill the requirements of this subparagraph and subparagraph (a) while achieving or exceeding the minimum production rate requirements listed in the tables at the end of the applicable Dredging Region Section(s).

e. The Contractor shall have available for use at all times a variety of interchangeable pump impellers to permit the dredge to operate under the varying conditions described in the applicable Dredging Region Section(s). The Contractor at all times shall have available additional serviceable basket type 5- or 6- blade cutterhead, serviceable sand-type cutterhead, and serviceable cone-type cutterhead to efficiently and effectively dredge. The Contractor shall also have available replacement blades and knives for the dredge pump and wipers for the cutter.

f. The dredge shall be equipped with recording vacuum and pressure gauges and a print out of the electronic data recording of engine and pump functions and a pump engine recording tachometer. During dredging, these instruments shall record data on control chart paper consisting of pipeline pressure and pump vacuum (lbs/cu in.), and pump

RPM at rated drive of the prime mover. The Contractor shall deliver completed recordings to the Inspector on watch at the time of removal from the recording devices, each day of operation. On dredges equipped with and using a ladder pump, the vacuum gage and vacuum chart will not be required.

g. The dredge shall be equipped with a gyro compass.

h. Dredging sensory equipment calibration. All gauges, meters, and other dredging sensory equipment, shall have a valid and current calibration certificate sticker. Re-calibration where applicable and as necessary shall be performed whenever dredging conditions change in a manner affecting equipment calibration. The Government Inspector may require the Contractor to perform a new calibration on this equipment if the Inspector suspects output data from this equipment to be inaccurate. Dredging sensory equipment shall be in good operating condition during dredging, and shall be mounted in plain sight of the dredge leverman. The dredge leverman shall use the aforementioned required gauges, meters, and all other available sensory equipment, to maximize dredge production during dredging operations.

i. The dredge shall be equipped with a degasser.

2.1.3 Dredge Attendant Plant

2.1.3.1 General Requirements

Attendant plant shall be composed of such fuel barges, derrick barges, water barges, and other attendant or auxiliary plant as may be required for operations under these specifications, whether or not items are specifically mentioned. The attendant plant shall be in good condition and of sufficient size and capacity to efficiently serve the dredge. Fuel barges and water barges shall comply with applicable US Coast Guard and US Public Health Service Regulations. All skiffs used on this contract shall have a minimum hull length of 22 feet.

2.1.3.2 Tenders

The attendant plant shall include a minimum of 2 tenders per dredge for 24-hours-a-day operations. Each of the tenders shall be a minimum length of 35 ft, have twin screws, inboard, diesel powered engines with a minimum of 140 horsepower on each screw, and shall be capable of working efficiently in the water depths for the particular dredging region where work is assigned. They shall be maintained in operating condition at all times regardless of the pay status of the dredge.

2.1.3.3 Crew Boats

The Contractor shall furnish, throughout the contract period, two diesel or gasoline powered crew boats, with twin propellers, capable of maintaining and traveling no less than the minimum speed of 25 miles per hour / 22 knots, not less than 40 feet in overall length, with enclosed space for at least six passengers after installation of all required equipment. The crew boats shall meet or exceed all applicable US Coast Guard regulations for vessels 65 feet or less in length, and shall be certified by the US Coast Guard. The crew boats shall be equipped with the following:

(1) air conditioning and heating;

(2) VHF-FM marine radio transceiver for ship to ship communications, described in the paragraph entitled "Communications Equipment";

(3) Navigation radar, as described in the paragraph entitled "Navigation Radar";

(4) Safety equipment meeting the inspection requirements of the US Coast Guard Auxiliary and EM 385-1-1; and

(5) Global Positioning Equipment (GPS), as described in the paragraph entitled "Global Positioning System (GPS) Equipment".

Equipment, which fails to perform because of insufficient power or other mechanical deficiencies, or due to inexperienced operators, shall be replaced, or the operator replaced, as the case may be, within 12 hours after the Contractor is directed to do so by the Contracting Officer's Representative. One crew boat will be used solely for providing the Government Inspectors and Government agents transportation, and not for conducting surveys, providing transportation for the Contractor's personnel, or transporting the Contractor's supplies. The minimum full time crew for the crew boats shall be one operator. The crew boats shall be operated and available 24 hours a day. Refer to EM 385-1-1, Chapter 19, for additional crew and equipment requirements. Smoking shall not be allowed inside the cabin and operator's space while occupied by Government personnel. NO SMOKING signs shall be posted.

2.1.3.4 Dredge Towing Service

The service of one or more towboats, in addition to the regularly assigned plant, shall be required to provide towing service as described in the paragraph entitled "Dredge Towing Service Item". The towboat(s) shall have horsepower to provide a minimum towing speed of 3 miles per hour upriver against a current of 5 miles per hour for moving a single tow consisting of the dredge and necessary attendant plant to commence dredging at a new location. Further, the towboat(s) utilized shall be capable of safely handling and moving the dredge and attendant plant in currents of up to 5 miles per hour. The towboat shall have radio equipment to communicate with other vessels in the vicinity of the dredge.

2.1.4 Dredge Discharge Pipeline

(a) All discharge pipeline shall be maintained in good condition. Leaks occurring in the pipeline shall be promptly stopped.

(b) All pipelines and associated equipment shall be considered as part of the dredge attendant plant.

(c) Submerged pipeline shall be placed in such a way that it does not create a hazard to navigation. When the submerged pipeline is placed in shallow water, where the possibility exists for small out board skiffs to cross over the pipeline, the pipeline shall be marked every 150' throughout the length of the submerged pipeline with U.S. Coast Guard approved fluorescent buoys and signs stating "DANGER SUBMERGED PIPELINE".

(d) The Contractor shall provide 20,000 feet of serviceable floating, submerged, or shore pipeline. While in use, the pipeline shall be secured at intervals not to exceed 400-ft. The pipeline shall include

two elbow pontoons (one each right and left). The Contractor shall furnish a plate style baffle/spreader system that may be installed on the end of any type discharge pipeline to spread dredge slurry during discharge. When directed by the Government, the baffle/spreader shall be installed and employed to reduce scour at the point of discharge and to control the spread of dredged material entering the disposal area. The Contractor shall provide adequate numbers of anchors or skidder barges on the floating pipeline to eliminate the possibility of pipeline separation due to river currents. Floating pipeline shall have navigation lights as specified in Section 01 35 26, paragraph entitled "Signal Lights".

(e) Floating pipeline shall be placed to provide a minimum hazard to navigation. Furthermore, the Contractor may be required to disconnect all or part of the pipeline to allow the passage of other vessels, if the pipeline would otherwise be a hazard to navigation.

2.1.5 Shore Pipeline

The Contractor shall provide the necessary shore pipeline, and all equipment associated with it, to accomplish the said work. This shore pipeline and associated equipment shall be considered as part of the dredge attendant plant. The shore pipeline shall be complete with a Y-valve including a spreader at the end of each discharge point. The Contractor shall provide construction equipment for conducting all shore operations, as deemed appropriate by the Contractor to accomplish the said work. The Contractor's decision for using any such equipment shall be based on his/her evaluation of the disposal site, for the determination of equipment suitability, prior to mobilization of such equipment and commencement of dredging. The Contractor shall minimize use of heavy equipment within wetland development sites. The Contracting Officer's Representative will designate authorized access corridors for heavy equipment use within these sites. The equipment required to handle and place shore pipeline shall be in good operating condition at all times regardless of the pay status of the dredge.

2.1.6 Navigation Radar

The dredge, survey boat(s), and crew boats shall be equipped with navigation radar for use in inclement weather and at night. All radar equipment used under this contract shall be installed so that it will continue functioning on battery power in the event of generator failure. Any additional attendant plant to be operated at night must be radar equipped as well.

2.1.7 Global Positioning System (GPS) Equipment

The crew boats shall be equipped with Global Positioning (GPS) equipment capable of using 12 satellites simultaneously. The GPS unit shall be fully gasketed for exposure protection and differential ready with a beacon receiver. The unit shall have a minimum of 250 alphanumeric waypoints and a minimum of 20 reversible routes and waypoints capability. In addition, the unit shall have electronic charting with inland and offshore coverage using the most current imagery available.

2.1.8 Services to be Furnished to the Government

a. The Contractor shall be required to furnish, on the request of the Contracting Officer or any inspector:

(1) The use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the floating plant, as may be reasonably necessary in inspecting and supervising the work;

(2) Suitable transportation between the worksite and all points on shore designated by the Contracting Officer, to and from the various pieces of plant, and to and from the floating discharge pipeline by means of the required tenders or survey boat.

(3) Furnish, as required by the inspectors, a competent three-man survey crew at all times, including survey boat operator, to work under the Government Inspector's direction. Competent crew shall be knowledgeable in conducting electronic positioning surveys using the Contractor-furnished equipment, tying utility crossings to the baseline, offsetting the utility crossings, and setting dredging location buoys if necessary, without immediate supervision of the Government Inspectors. The survey crew shall be prepared to perform survey work within a 1-hour notice from Government Inspectors.

b. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost will be deducted from any amounts due or to become due the Contractor.

2.1.9 Substitution of Plant

Substitution of the dredge may be allowed provided the Contractor furnishes written justification, the Contracting Officer agrees in writing to the substitution, and the following conditions are met:

a. The substitute dredge meets all of the requirements of this contract and that the Contractor submits clear evidence that the substitute dredge meets the plant requirements specified in the paragraph entitled "Size and Equipment of Dredge Plant" and that the substitute dredge performs at the rate set forth in the table located in the applicable Dredging Region Section(s), on work similar to that of this contract. The substitute dredge will be ready to begin pumping material as soon as the original dredge is removed from service.

b. The Government is reimbursed all costs in connection with inspection of the substitute dredge, if such is required.

c. The substitute dredge is delivered to the worksite before the original dredge is shut down and moved off the worksite. This requirement does not apply to substitutions made during release periods.

d. If the substitute dredge does not fit the same bid lot as the original dredge, then rates for the substitute dredge will be computed separately for the Dredging Payment Items as follows:

$$\text{Substitute Dredge Hourly Rate} = \frac{(\text{Original Base Item Estimated Quantity}) \times (\text{Original Base Item Unit Price})}{\text{Estimated Quantity From Base Item Bid Schedule of Applicable Bid Lot for Substitute Dredge}}$$

The remaining hours, if any, on the Basic Payment Items will be

prorated so that payments available to the Contractor under Option Payment Items will be unchanged. Option dredging payment hours will also be prorated separately, so that the total payments available to the Contractor for exercised options remains unchanged.

e. Mobilization and demobilization costs for the substitute dredge shall be borne by the Contractor.

f. Payment will resume for the substituting dredge:

(1) If the dredge returns to an assignment in the same dredging region, when the cutterhead dredge material begins flowing out of the discharge pipeline; or

(2) If the dredge returns to an assignment in a different dredging region, when the cutterhead dredge material begins flowing out of the discharge pipeline at the new assignment.

2.1.10 Addition of Plant

a. At the Contractor's option and with the approval of the Contracting Officer, an additional cutterhead dredge or dredges with attendant plant may work simultaneously with the primary cutterhead dredge and its attendant plant provided the criteria below is met.

(1) Whenever two or more dredges are approved for simultaneous work on the contract, the dredge that commences dredging operations first will be considered the primary dredge.

(2) The Contractor shall submit clear evidence that the additional dredge(s) can perform at the rate(s) shown in the chart(s) in the paragraph entitled "Minimum Production Rate Requirements" located in the Dredging Region Section(s) on work similar to that of this contract.

(3) The additional dredge(s) shall provide its own attendant plant as described in the paragraph entitled "Dredge Attendant Plant" at no additional cost to the Government.

(4) The additional dredge(s) shall provide its own survey equipment as described in Section 35 01 50.73, paragraph entitled "Survey Equipment", at no additional cost to the Government.

(5) The additional dredge(s) shall provide its own dredge discharge pipeline as described in the paragraph entitled "Dredge Discharge Pipeline" at no additional cost to the Government.

(6) The additional dredge(s) shall conform to the same environmental requirements of the primary dredge.

b. Furthermore, the following conditions will apply to the additional dredge(s).

(1) No payment will be made for mobilization and demobilization to/from the job site for the additional dredge(s).

(2) If the additional dredge(s) is not the same bid lot size as the primary dredge, payment for the additional dredge(s) will be determined using a rate computed as follows:

Additional Dredge Hourly Rate =
(Original Base Item Estimated Quantity)x(Original Base Item Unit Price)
Estimated Quantity From Base Item Bid Schedule of Applicable Bid Lot for Additional Dredge

(3) Upon commencement of dredging operations by the additional dredge(s), the remaining hours on the basic payment items will be prorated to each dredge so that total contract payments will remain unchanged. If applicable, option dredging payment hours will also be prorated separately so that the total contract payments for the exercised options will remain unchanged.

2.2 COMMUNICATIONS EQUIPMENT

The Contractor shall furnish and maintain the following communications equipment for the dredge, throughout the period of the contract. Final approval of the plant will not be made until this equipment is installed and in good working order.

2.2.1 Cellular Telephone

The Contractor shall provide a portable cellular telephone aboard the dredge, with two rechargeable power packs and all necessary recharging equipment and cables. The telephone shall be available for official use by the Government Inspectors on a 24 hour a day basis to exclusively conduct Government business and emergency calls.

2.2.2 Satellite Telephone

The Contractor shall provide functioning 24-hour satellite telephone service with voice and facsimile capability aboard the dredge located in the Corps of Engineers office. The satellite telephone service shall have, as a minimum, voice capability of 4.8 kb/s (kilobytes per second) voice coding and fax speed of 2.4 kb/s. The satellite telephone shall be made available for official use by the Government Inspectors on a 24-hour per day basis to exclusively conduct Government business and emergency call(s).

2.2.3 Marine VHF-FM Radio

The Contractor shall furnish and maintain one VHF-FM ship's radio transceiver for the dredge, with power not in excess of 25 watts, and output of at least 15 watts on the maritime frequencies of 156.800 (Channel 16) and 156.375 (Channel 67) MHz 16F3 emission, with plus or minus 5 KHz at 100% modulation. Marine radio equipment shall be operated in accordance with applicable FCC regulations.

2.2.4 Automatic Identification System (AIS)

The dredge shall be equipped with an Automatic Identification System (AIS) in accordance with the Code of Federal Regulations, 33 CFR 164, reference the note to 164.46(a). The system shall be operable at all times throughout the contract period. For further information, go to: http://edocket.access.gpo.gov/cfr_2005/julqtr/pdf/33cfr164.46.pdf.

PART 3 EXECUTION

3.1 DREDGING

3.1.1 Description of Work

a. The Contractor's plant shall be used in connection with maintenance dredging operations in the navigable channels of the US Army Engineer District, New Orleans.

b. The work shall consist of removing and satisfactorily disposing of material from the dredging regions described herein or from secondary dredging regions as directed by the Contracting Officer or his/her authorized representative. The materials to be dredged may consist of gravel, sand, silt, mud, or clay. Debris may be encountered in the course of dredging operations, including trash, roots, logs, rope, chain, various sized metal objects, rip rap, etc. Areas that are affected by any of the Contractor's dredging or disposal practices not performed in accordance with these specifications shall be promptly restored by the Contractor to the original conditions at his own expense.

c. The Contractor shall be responsible for detecting and reporting to the Government Inspector, materials or obstructions, located within the assigned dredging areas ahead of dredging operations, which will cause damage, or has the potential to cause damage to the dredge and/or attendant plant and equipment. The Government Inspector will evaluate the situation, based on detection data submitted by the Contractor, which shall show evidence of the obstruction(s). Based on this evaluation, the Government Inspector will direct the Contractor's dredging activities. The Government will not be responsible for damage to the Contractor's dredge and/or attendant plant and equipment, due to its contact with materials or obstruction(s), which cause such damage, or have the potential to cause such damage.

3.1.2 Dredging Region

See applicable Dredging Region Section(s).

3.1.3 Secondary Dredging Regions

3.1.3.1 Dredging in Secondary Regions

Dredging at another region within the New Orleans District may become necessary during the term of this contract. If other dredging regions are utilized, additional information will be provided related to the secondary dredging region. Payment for work performed in secondary dredging regions will be made at the applicable contract unit prices, as described in the paragraph entitled "Dredging and Option Dredging Items". The contract clause entitled "Changes" (FAR 52.243-4) shall be invoked and an equitable adjustment made for any increase or decrease to the contract unit price.

3.1.4 Order of Work

a. The order of work to be performed under this contract cannot be determined except as the work progresses. Successive dredging location assignments may be either upstream or downstream and may not be at consecutive or contiguous locations. Repetitive assignments may be required at the same locations.

b. Assignments will be determined by the Administrative Contracting Officer and will be given to the Contractor. Assignments will be made as early as possible but may be changed at any time without any prior notice. The Contractor may be required to stop work at any time without completing an assignment.

c. No less than 24 hours prior to completion of dredging operations at an assigned dredging area, the Contractor shall notify the Contracting Officer, during normal US Army Corps of Engineers, New Orleans District office business hours (7:00am to 5:30pm) and not later than noon on Friday, of his estimated completion time on that particular assignment.

d. The Contractor shall endeavor to meet the schedule of dredging operations as determined by the Contracting Officer. Operations shall be performed 24 hours a day, 7 days a week, including those days, which have been declared by Congress to be legal holidays for per diem employees of the Federal Government.

3.1.5 Deficient Dredge Performance

3.1.5.1 Performance Evaluation

a. The dredge's production will be monitored and evaluated every 14 calendar days or shorter periods thereof in standard dredging reaches, when deemed appropriate by the Contracting Officer, to determine if the dredge is attaining the required minimum production rate required. If the production rate averaged over the evaluation period, as determined by the Contracting Officer, is found to be deficient in comparison to the minimum required production rate specified herein, the Government will take action as outlined in the paragraph entitled "Government Actions for Failed Production". The Contractor may elect to conduct a performance evaluation to assess the dredge's production rate and submit a written report within 5 calendar days after the evaluation period justifying why the minimum production rate cannot be obtained. If, after evaluation of the Contractor's report by the Government, the Contracting Officer determines that the minimum production rate for the evaluation period is inappropriate, then the reach in question may be re-classified as "Non-Standard" by the Contracting Officer and the actual dredging time shall be considered as 100% pay time hours and paid at the contract price per hour without adjustment for performance. If the Contractor cannot support a justification to waive the minimum production rate or fails to submit it within 5 calendar days after the evaluation period, then the Government will maintain its action taken in accordance with the paragraph entitled "Government Actions for Failed Production" as appropriate and the Contractor will not be allowed a waiver.

b. Dredge Physical Data

(1) Dredge physical data is required for submittal in the data sheets located at the end of this section. If any of the data submitted in the plant data sheets changes during the execution of the contract, the Contractor shall submit new data to the Government within 48 hours thereafter, showing the changes made to the equipment, along with the date(s) the changes were made.

(2) The Contractor shall submit to the Administrative Contracting Officer or his/her authorized representative an electronic version

of the manufacturer's pump curve for each pump to be used during the project within 5 calendar days after issuance of the Notice to Proceed. This includes the dredge's main pump, ladder pump if applicable and booster pump(s) if applicable. If the Contractor requests a substitution of plant or addition of plant during the contract, the pump curve(s) of the substituted plant or the additional plant must be submitted at the time of the request. Each pump curve submitted shall be clearly designated with the dredge's name, contract number, pump function (main pump, ladder pump, or booster pump, etc.) pump HP and RPM's. The pump curve shall consist of the pump's performance for water plotted against hydraulic head and discharge velocity and GPM's. A Sample Pump Curve is included at the end of this section.

c. Dredge Performance Indicators. Dredge performance indicators shall be maintained by the Contractor and provided to the Government on a daily basis on MVN Form 4267. Dredge performance indicators shall consist of the following data (in English units of measurement):

(1) Dredge cut swing width;

(2) Discharge pipeline length;

(3) Dredge length of advance (0000-2400 hour time);

(4) Elevation of cut, referenced to Mean Low Gulf (MLG);

(5) Amount of material dredged per dredge advance length, in cy/hr, based on quantity surveys.

d. If the Contractor's performance evaluation indicates that the dredge may be capable of dredging at or above the minimum required production rate in a Standard dredging reach if the dredge plant is modified, the Contractor may be allowed to modify the dredge at no additional cost to the Government. Any time extension granted shall not exceed three calendar days. Time in excess of this will be grounds for contract termination by default. If the dredge produces at or above the minimum required production rate after modification, then the dredge will then be considered to meet the specification requirements and the contract will continue in force. The Government will not pay for any costs associated with such a modification, even if the dredge fails to meet the minimum required production rate after being modified. If the dredge plant fails to meet the required minimum production rate after any such modification, the dredge will again be considered to fail the production rate requirement.

e. If the Contractor elects to make adjustments and/or modifications to the dredge plant and the performance evaluation indicates that the dredge is capable of dredging at the minimum required production rate, but one or more of the parameters (maximum depth, width of cut, currents, obstructions, maximum length of discharge pipeline, or material) has changed so as to prevent the dredge from attaining the minimum required production rate, then the reach will be considered "Non-Standard" dredging and the actual time shall be considered as 100% pay time hours and paid at the contract price per hour without adjustment for performance.

3.1.5.2 Government Actions for Failed Production

If the Contractor's dredge fails to meet the minimum required production rate, the Contracting Officer may require one of the following remedies without additional cost to the Government.

(1) Require the Contractor to stop work and bring his dredge into compliance with the minimum production rate criteria stated in the applicable Dredging Region Section(s) and with the dredge requirements stated in the paragraph entitled "Size and Equipment of Dredge Plant", by modifying the dredge.

(2) Require the Contractor to replace the deficient dredge with another dredge that meets the production rate criteria.

(3) Terminate the contract for default.

(4) Allow the contract to continue in force with a downward adjustment in the hourly rate for the 14 day evaluation period, in accordance with the performance pay adjustment method described in the paragraph entitled "Dredging Performance Pay Adjustments".

3.2 MOVEMENT OF NAVIGATION AIDS

The Contractor shall not relocate any navigation aids (buoys, markers, etc.) during this contract. The Contractor shall conduct a survey of navigation aids to determine if any must be temporarily relocated to accomplish the work. For navigation aids in which the Contractor determines that relocation is necessary, the Contractor shall notify the Contracting Officer or his/her authorized representative and the U.S. Coast Guard, Aids to Navigation (985-384-7000) at least 21 days prior to the need for relocation. All relocation of navigation aids shall be performed by the Coast Guard. The Government will not be responsible for any delays to the work due to the Contractor giving less than a 21-day notification to the Coast Guard.

3.3 WORKING IN THE VICINITY OF STRUCTURES AND UTILITY CROSSINGS

3.3.1 General

a. The Contractor shall exercise caution when working in the vicinity of structures, such as bridges, and utility crossings, such as pipelines and cables. If dredging to the assigned elevation has the potential to endanger a particular structure or utility, the Contracting Officer, upon request, may elect to reduce the extent of the required excavation in the vicinity of the structure or utility.

b. Unless otherwise directed, the Contractor shall provide at least project channel dimensions over all structures and utility crossings. Upon issuance of an assignment, the Contractor shall contact Louisiana One Call at 811 to verify all utilities within the assignment, including disposal areas. Within seven calendar days after issuance of notice to proceed, the Contractor shall submit a detailed plan of operation at each structure/utility crossing within the dredging region(s). The plan shall contain at least the following:

(1) Louisiana One Call ticket number along with the utility's size, elevation, owner information, and type of utility.

(2) The Contractor shall investigate the current nautical charts published by NOAA and any other pertinent information or databases available.

(3) The Contractor shall notify the owners of structures/utilities electronically and in writing, by certified mail, at least 7 calendar days prior to operating within 500 feet of the particular structure or utility. The Contractor shall provide a copy of this notification letter to the area engineer of the respective Area Office. The letter shall reference the following:

(a) The anticipated date the dredge will work over the utility.
(b) The anticipated elevation and width of dredge cut over the utility.
(c) Point(s) of contact and telephone number(s).
(d) Emergency procedures.
(e) Any other information from the Contractor the utility owner would consider significant for safe dredging operations over the utility crossing.
(f) Request that the owner verify the location of the utility and provide the most recent as-built plan and profile surveys.

(4) Emergency measures to be taken in the event of an accident.

The Contractor shall also provide transportation, meals, and/or lodging for any representatives of owners of structures or utility crossings who are deemed necessary to be present for safety reasons, by the Contracting Officer's Representative, to remain aboard the dredge while the Contractor is working in the vicinity of these crossings.

c. The Government will not be responsible for any damages to structures or utilities, loss of service costs of such structures/utilities, or damage to the Contractor's plant.

d. UTILITY MARKING REQUIRED. Prior to dredging within 1,000 feet of a utility crossing, the Contractor shall mark the established location of the utility by placing one Coast Guard approved yellow flashing buoy on each side and outside of the authorized channel to accurately mark the location of the utility within view of the Dredge Leverman. The Contractor shall immediately remove such buoys upon completion of dredging in the area of the utility.

3.3.2 Existing Structures or Utilities

Information pertaining to existing structures, such as bridges, and utility crossings, such as pipelines and cables, within the dredging and disposal areas is detailed within the applicable Dredging Region Section(s). The listed data herein has been provided by the owners, or taken from permit applications, and has not been confirmed by the Government. The Contractor shall verify this data prior to working in the vicinity of the structures or utilities. If the Contractor detects a discrepancy in the data with actual conditions, he/she shall notify the Contracting Officer of the discrepancy within 24 hours of this occurrence. Large-scale drawings with utility crossings will be available to the Contractor upon request. The Government will provide existing structure and utility information prior to any work performed at secondary dredging regions that are not addressed.

Additional abandoned structures and utilities may also exist within the dredging and disposal areas. The Contractor shall make his own

investigation of submerged, surface and overhead structures in the work areas and other locations he finds necessary to traverse. The exact location, depths, and heights of submarine cables, pipes, powerlines, docks, piers, bulkheads, bridges, etc. (as applicable) are not known and it may be necessary for the Contractor to ascertain interference problems and notify the respective owners in advance of dredging operations.

Upon completion of each dredging assignment, the Contractor shall submit to the Contracting Officer's Representative, the following:

a. A listing of all structures and utilities within the dredging reach, including owner name, location, elevation of utilities, and owner point of contact.

b. A copy of any structure or utility as-builts, surveys, etc. received from the owner.

3.3.3 Location of Submerged Objects

a. If the Contractor should locate a submerged object within the area of work, which endangers dredging operations or poses a hazard to general navigation, the Contractor shall note the location of the object, as determined from the electronic positioning system aboard its vessel. This location shall be reported to the Government Inspector. Dredging in the immediate vicinity of the reported object shall be curtailed until the nature of the object and the degree of hazard can be determined. Dredging shall resume at the location of the reported object when the Contracting Officer determines that a hazard no longer exists.

b. If the Contractor issues a false report of a sunken object, the cost of the investigation shall be deducted from any amounts due, or to become due, the Contractor.

c. This clause applies in the case of submerged objects which are created by others. Submerged objects or hazards created by the Contractor shall be considered an obstruction of navigable waterways as described in the clause entitled "Obstruction of Navigable Waterways" (DFARS 252.236-7002).

3.4 CUTTERHEAD DREDGE AND ATTENDANT PLANT DATA SHEET

Submittal Date:

CUTTERHEAD DREDGE AND ATTENDANT PLANT DATA SHEET (Version Apr 2025)

In compliance with the contract requirements to submit plant data and subject to all conditions thereof, the undersigned _____, a corporation/joint venture/individual (indicate appropriate status) organized and existing under the laws of the City of _____ and the State of _____, hereby correctly describes the Contractor's plant to the Government, which is performing work under the following named Contract _____ and Solicitation No. and Contract No. _____.

Printed:_____ Signed:_____
Certifying Officer of the Contractor's Firm

Title:_____

One cutterhead dredge and attendant plant with the following characteristics (in English units of measurement):

1. DREDGE INFORMATION:

(a) Bid lot number: _____

(b) Dredge name: _____ Dredge USCG official number: _____

(c) Minimum width of channel in which dredge can successfully operate and make a 180-degree turn around: _____

(d) Maximum draft of dredge: _____

(e) Vertical clearance necessary at minimum draft of dredge: _____

(f) Loaded freeboard: _____

(g) Minimum depth of both freshwater and saltwater in which the dredge the dredge can successfully operate: _____

(h) Elevation range to which the dredge will dig:
Maximum: _____, Minimum: _____

(i) Maximum effective dredge swing at 70 degrees (35 degrees from center):
In feet: _____

(j) Length of dredge spuds: _____

(k) Length and beam of dredge hull: _____

(l) Length of digging spud to trunnion:
With an idler barge: _____,
Without an idler barge: _____

Note: The Contractor shall only fill out "With an idler barge" when the dredge will commence dredging with the idler barge attached.

(m) Length of dredge ladder:
Overall: _____, From trunnion to cutter: _____

(n) Length of suction and boat lines: _____

(o) Dredge Discharge Size (this is considered to be the least inside diameter of the following: the main pump discharge, the submerged pump discharge, the booster pump discharge, or the discharge pipe). This item must agree with the bid lot used: _____

(p) Inside diameter of main pump suction discharge:
Main 1: _____, Main 2: _____

(q) Inside diameter of main pump suction inlet:
Main 1: _____, Main 2: _____

(r) Suction lift (elevation of main pump(s) relative to the water surface level): _____

(s) Diameter of main pump impeller eye:
Main 1: _____, Main 2: _____

(t) Outside diameter of main pump impeller:
Main 1: _____, Main 2: _____

(u) Brake horsepower and corresponding engine RPM's (during dredging operations) applied to the main pump impeller at rated drive of the prime mover, during dredging operations: Main 1: _____, Main 2: _____

(v) Inside diameter of submerged pump discharge: _____

(w) Inside diameter of submerged pump inlet: _____

(x) Suction lift (elevation of submerged dredge pump relative to the water surface level): _____

(y) Diameter of submerged pump impeller eye: _____

(z) Outside diameter of submerged pump impeller: _____

(aa) Distance submerged pump is located above cutter: _____

(ab) Brake horsepower and corresponding engine RPM's (during dredging operations) applied to submerged pump impeller at rated drive of the prime mover, during dredging operations: _____

(ac) Location of DQM pump sensor: _____

(ad) Cutterhead type and diameter: _____

(ae) Brake horsepower applied to cutterhead during dredging operations: _____

(af) Pump engine(s) horsepower and corresponding RPM: _____

(ag) Completion date of each dredge pump engine re-build:

_____

(ah) Total installed engine(s) horsepower on the dredge (including the engine(s), generator engine(s), etc.): _____

(ai) Type(s) of production rate monitoring equipment on-board the dredge (measuring CY/HR of material dredged): _____
_____

(aj) Indicate type of dredge advance mechanism (e.g. walking spuds, spud carriage or wires, etc.): _____

(ak) Least inside diameter of the discharge pipe: _____

2. BOOSTER PLANT INFORMATION:

(a) Length of suction and boat lines: _____

(b) Inside diameter of pump discharge:
Booster 1: _____, Booster 2: _____

(c) Inside diameter of pump suction inlet:
Booster 1: _____, Booster 2: _____

(d) Suction lift (elevation of booster pump(s) relative to the water surface level): _____

(e) Diameter of pump impeller eye:
Booster 1: _____, Booster 2: _____

(f) Outside diameter of pump impeller:
Booster 1: _____, Booster 2: _____

(g) Brake horsepower and corresponding engine RPM's (during dredging operations) applied to pump impeller at rated drive of the prime mover, during dredging operations: Booster 1: _____,
Booster 2: _____

(h) Pump engine(s) horsepower and corresponding RPM:
_____

(i) Completion date of booster pump engine re-build:
_____

3. THE DREDGE MAY BE INSPECTED AT (List location of equipment):
_____
_____

4. IDLER BARGE:

(a) Name: _____

(b) Length and beam: _____

(c) Indicate type of advance mechanism (e.g. walking spuds, spud carriage or wires, etc.): _____

(d) Length of idler barge spuds: _____

(e) Owner, name and address: _____
_____

(f) The idle barge may be inspected at the following location:
_____
_____

5. TENDER NO. 1:

(a) Name: _____

(b) Length and beam: _____

(c) Owner, name and address: _____
_____

(d) Total propulsion horsepower: _____

(e) The tender may be inspected at the following location:
_____
_____

6. TENDER NO. 2:

(a) Name: _____

(b) Length and beam: _____

(c) Owner, name and address: _____
_____

(d) Total propulsion horsepower: _____

(e) The tender may be inspected at the following location:
_____
_____

7. SURVEY BOAT:

(a) Name: _____

(b) Length and beam: _____

(c) Owner, name and address: _____
_____

(d) Total propulsion horsepower: _____

8. SURVEY SKIFF:

(a) Length and beam: _____

(b) Owner, name and address: _____
_____

9. PICKET BOAT:

(a) Name: _____

(b) Length and beam: _____

(c) Owner, name and address: _____
_____

(d) Total propulsion horsepower: _____

10. CREW BOAT:

(a) Name: _____

(b) Length and beam: _____

(c) Owner, name and address: _____
_____

(d) Total propulsion horsepower: _____

11. ELECTRONIC POSITIONING EQUIPMENT (Model and Type):
_____

12. DEPTHSOUNDER (Model and Type):
_____

13. DREDGE OWNER INFORMATION:

Firm name: _____

Point of contact:_____

Title: _____

Business address:

Street _____

City _____

Parish/County _____

State _____ Zip+4 _____

Telephone no. (_____)_____

Facsimile no. (_____)_____

(Additional signature block to be used for joint venture partner(s))

Firm name _____

Point of contact _____

Title _____

Business address _____

Street _____

City _____

Parish/County _____

State _____ Zip+4 _____

Telephone no. (_____)_____

Facsimile no. (_____)_____

(Additional signature block to be used for joint venture partner(s))

Firm name _____

Point of contact _____

Title _____

Business address _____

Street _____

City _____

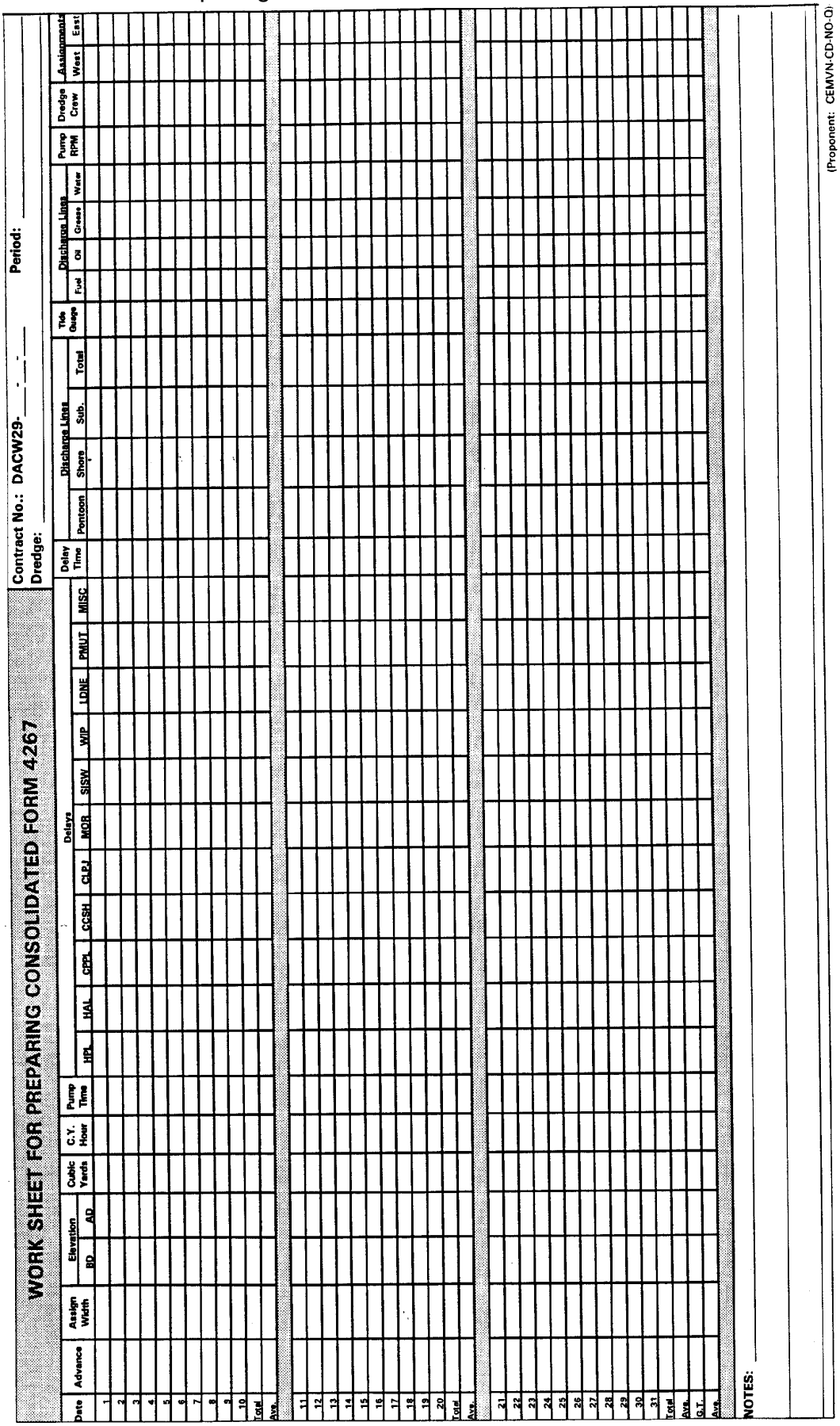
Parish/County _____

State _____ Zip+4 _____

Telephone no. (_____)_____

Facsimile no. (_____)_____

MVN Form 322 – Work Sheet for Preparing Consolidated Form 4267



WORK SHEET FOR PREPARING CONSOLIDATED FORM 4267

Contract No.: DACW29-___-__-___ Period: _____

Dredge: _____

Date	Advance	Assign Width	Elevation BD	Elevation AD	Cubic Yards	C.Y. Hour	Pump Time	Delays HPL	Delays HAL	Delays CPPL	Delays CCSH	Delays CLRJ	Delays MOR	Delays SISW	Delays WIP	Delays LDNE	Delays PMNT	Delays MISC	Delay Time	Discharge Lines Pontoon	Discharge Lines Shore	Discharge Lines Sub.	Discharge Lines Total	Tide Gauge	Discharge Lines Fuel	Discharge Lines Oil	Discharge Lines Grease	Discharge Lines Water	Pump RPM	Dredge Crew	Assignments West	Assignments East
1																															
2																															
3																															
4																															
5																															
6																															
7																															
8																															
9																															
10																															
Total																															
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27																															
28																															
29																															
30																															
31																															
Total																															
Ave.																															
G.T.																															
Ave.																															

NOTES: _____

(Proponent: CEMVN-CD-NO-O)

MVNForm 322
March1998

SECTION 35 20 23.23 ATTACHMENT

REPORT OF OPERATIONS -- PIPELINE, DIPPER OR BUCKET DRESDGES

REPORTS CONTROL SYMBOL
ENGCW-0-13

THRU:	TO:	FROM:	DATE OR PERIOD	REPORT NO.

CHARACTER OF REPORT	[ ]	MAINTENANCE	[ ]	DAILY	[ ]	COMPLETION	DREDGE PUMPS OPERATING & CORRESPONDING RPM	[ ]	MAIN 1		RPM	DREDGE TYPE:	
	[ ]	NEW WORK	[ ]	ANNUAL				[ ]	MAIN 2		RPM	[ ]	BUCKET
DREDGE	NAME		DREDGE ADVANCE MECHANISM					[ ]	SUBMERGED		RPM	[ ]	CUTTERHEAD
			TYPE (walking, carriage, wires):					[ ]	BOOSTER 1		RPM	[ ]	DIPPER
			IDLER BARGE USED (Yes/No):					[ ]	BOOSTER 2		RPM	[ ]	DUSTPAN

DREDGE DISCHARGE SIZE (ID), IN	CUTTER, HP	DUSTPAN SUCTION PIPE JET, HP	PROPULSION	DIPPER OR BUCKET
				cu. yds. cap.

NUMBER OF CREWMEMBERS	DREDGE	SHORE	OTHER	TOTAL	WORK SCHEDULE →	SHIFTS PER DAY	DAYS PER WEEK

PROJECT AND ASSIGNMENT				ASSIGNED DIMENSIONS →	WIDTH	DEPTH	OVERDEPTH
LOCATION (INCLUDE STATIONS NUMBERS)		>		WIDTH OF SWING		RANGES - RT, CL, LT	
		>		WIDTH OF SWING		RANGES - RT, CL, LT	
C/L STATIONS		>		WIDTH OF SWING		RANGES - RT, CL, LT	

CHARACTER OF MATERIAL (leave blank if grab samples aren't taken)	ABSOLUTE DENSITY		IN PLACE DENSITY		VOIDS RATIO		
		GMS/liter		GMS/liter			
	GRAIN SIZE				VISUAL MATERIAL CLASSIFICATION	TYPE	
		MM		MM		TYPE	
						TYPE	

CONTRACT OR ORDER NUMBER	NUMBER	☐ CONTRACTOR	☐ HIRED LABOR	TOTAL NUMBER OF DAYS ON WHICH WORK WAS DONE:

CHANNEL CONDITION	AVERAGE DEPTH →	BEFORE DREDGING	AFTER DREDGING	MINIMUM SOUNDING →	BEFORE DREDGING	AFTER DREDGING

RIVER STAGE	MINIMUM		TIME		MAXIMUM		TIME		GAGE LOCATION

WEATHER CONDITION	(clear, cloudy, rain, snow, and fog)	VISIBILITY		WIND (maximum velocity & direction)
			miles	

WORK PERFORMED

ITEM	UNIT	QUANTITY
AVERAGE WIDTH OF CUT (SWING)	FEET	
TOTAL ADVANCE THIS PERIOD	FEET	
TOTAL ADVANCE PREVIOUS TO THIS PERIOD	FEET	
TOTAL ADVANCE TO DATE	FEET	
TOTAL LENGTH OF DISCHARGE PIPELINE: ***SEE REVERSE SIDE**		
AVERAGE LIFT	FEET	
AVERAGE PUMP SPEED	RPM	
AVERAGE GROSS CY'S DREDGED PER PUMP HOUR	CY/HR	
AVERAGE NET CY'S DREDGED PER PUMP HOUR	CY/HR	
AVERAGE LINEAR FOOT PER HOUR	LF/HR	

CUBIC YARDS REMOVED

AMOUNT DREDGED THIS PERIOD:	
(1) CREDITED (pay place)	
(2) GROSS (computed amount)	
AMOUNT PREVIOUSLY REPORTED:	
(1) CREDITED (pay place)	
(2) GROSS (computed amount)	
TOTAL AMOUNT DREDGED TO DATE:	
(1) CREDITED (pay place)	
(2) GROSS (computed amount)	

ATTENDANT PLANT

ITEM	NAME OR NUMBER	HOURS
DREDGE		
TENDER #1		
TENDER #2		
SKIFF		
CREW		
SURVEY		
BARGES		
CRANE BARGE		
IDLER BARGE		
CUTTER-TYPE		
SPUD LENGTH		

NUMBER OF INSPECTIONS	BY DISTRICT PERSONNEL		BY DIV & OCE PERSONNEL	

CONTRACT USE ONLY	HAS ANYTHING DEVELOPED WHICH MIGHT LEAD TO A CHANGE ORDER OR CLAIM?	( )	NO
	(If "YES", explain under remarks on back)	( )	YES

DISTRIBUTION OF TIME

EFFECTIVE WORKING TIME (chargeable to cost of work)		AMOUNT
PUMPING OR DREDGING		
PCT. OF EFFECTIVE TIME		
BOOSTER (in line) :		

NON-EFFECTIVE WORKING TIME (chargeable to cost of work)		NO. OF TIMES	AMOUNT
HANDLING PIPELINES	HPL		
HANDLING ANCHOR LINES	HAL		
CLEARING PUMP AND PIPELINE	CPPL		
CLEARING CUTTER OR SUCTION HEAD	CCSH		
WAITING FOR SCOWS	WFS		
TO AND FROM WHARF OR ANCHORAGE	TFWA		
CHANGING LOCATION OF PLANT ON JOB	CLPJ		
LOSS DUE TO OPPOSING NATURAL ELEMENTS	LDNE		
LOSS DUE TO PASSING VESSELS	WVP		
SHORELINE AND SHORE WORK	SLSW		
WAITING FOR BOOSTER	WFB		
MINOR OPER. REPAIRS (explain in remarks)	MOR		
WAITING FOR ATTENDANT PLANT	WAP		
PREPARATION AND MAKING UP TOW	PMUT		
TRANSFERRING PLANT BETWEEN WORKS	TPBW		
LAY TIME OFF SHIFT AND SATURDAYS	LTOSS		
SUNDAYS AND HOLIDAYS	SH		
FIRE DRILL	FD		
MISCELLANEOUS (explain in remarks)	MISC		
TOTAL NON-EFFECTIVE WORKING TIME			
PCT. OF NON-EFFECTIVE TIME			

TOTAL EFFECTIVE AND NON-EFFECTIVE TIME (chargeable to cost of work)	
PCT OF TOTAL TIME IN PERIOD	

LOST TIME (not chargeable to cost of work)	
MAJOR REPAIRS AND ALTERATIONS	
CESSATION	
COLLISIONS	
MISCELLANEOUS (explain in remarks)	
TOTAL LOST TIME	
PERCENTAGE OF TOTAL TIME	

TOTAL TIME IN PERIOD	

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(Signature and Remarks required on reverse side)

SECTION 35 20 23.23 ATTACHMENT

SUMMARY OF DREDGE DISCHARGE PIPELINE, DISPOSAL AREAS AND TIME BREAKDOWN

ATTENDANT PLANT

DREDGE DISCHARGE PIPELINE

FLOATING PONTOONS	AMOUNT	SUBMERGED	AMOUNT	SHORE	AMOUNT	
Metal		Metal		Metal		
PVC		PVC		PVC		TOTAL COMBINED DISCHARGE, LF
Flexifloat		Other		Other		
TOTAL LF						

ELBOWS		
	Stiff	
	Swivel	

LEAST INSIDE DIAMETER OF DISHARGE PIPELINE, IN

DISPOSAL AREA EQUIPMENT

Marsh Trackhoes-30'	
Marsh Trackhoes-60'	
Marsh Buggies	
Dozers	
Front End Loaders	
Air Boats	
ATV's	
Y-Valves	
Spreaders	

ANCHORING SYSTEMS

Skidder Barges	
ANCHORS	
Breast	
Head	
Line	
Other	

DISPOSAL AREA SUMMARY

NAME/LOCATION COORDINATE	SHORE CONNECTION	DATE START	DATE FINISH	TOTAL GROSS CYS	TOTAL ACREAGE	REMARKS

TIME BREAKDOWN

	100%	70%	35%	0%	0% - MISC (Mob)	TOTAL
BASE HRS						
OPTION HRS						
PREVIOUS HRS						
TOTAL HRS						

OPERATING SUPPLIES

		TODAY QUANTITY	PREVIOUS QUANTITY	QUANTITY TO DATE
FUEL (diesel)	GAL.			
LUBRICANT (oil)	GAL.			
LUBRICANT (grease)	LBS.			
WATER	GAL.			

REMARKS:

SUBMITTEDED BY (Name, title, and signature)	RECOMMENDED BY (Name, title, and signature)	APPROVED BY (Name, title, and signature)
NAME:	NAME:	NAME:
TITLE:	TITLE:	TITLE:

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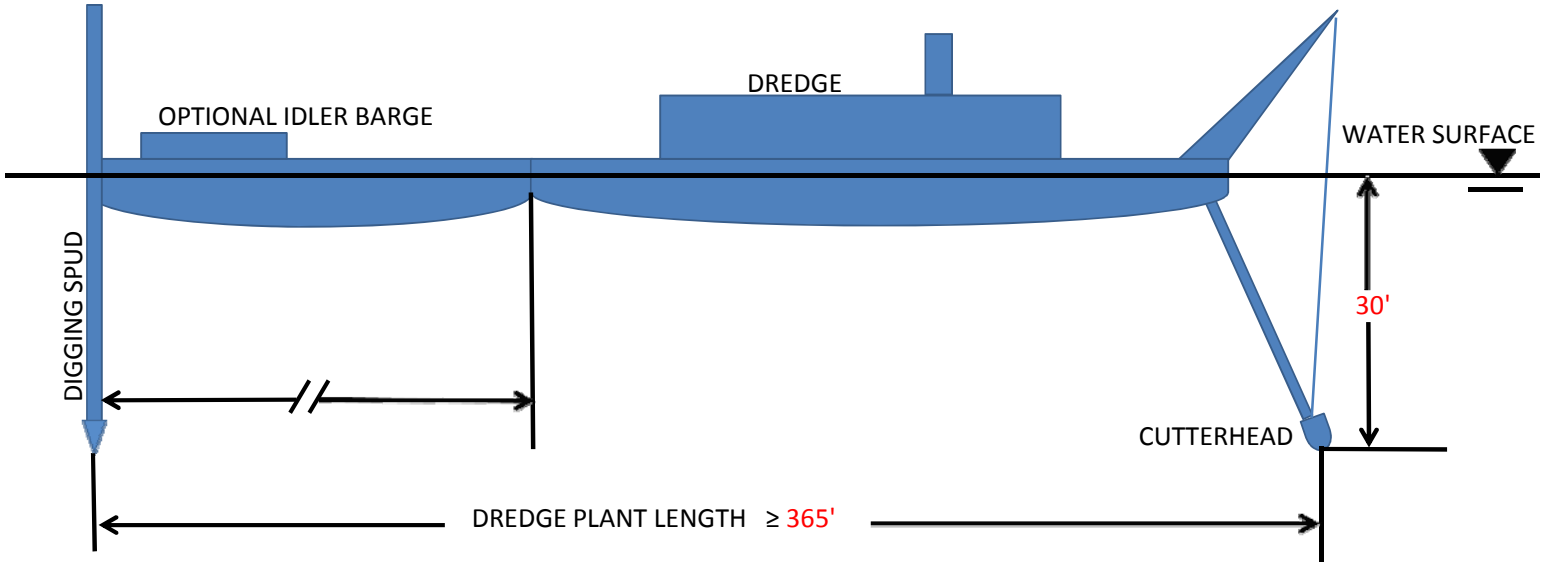
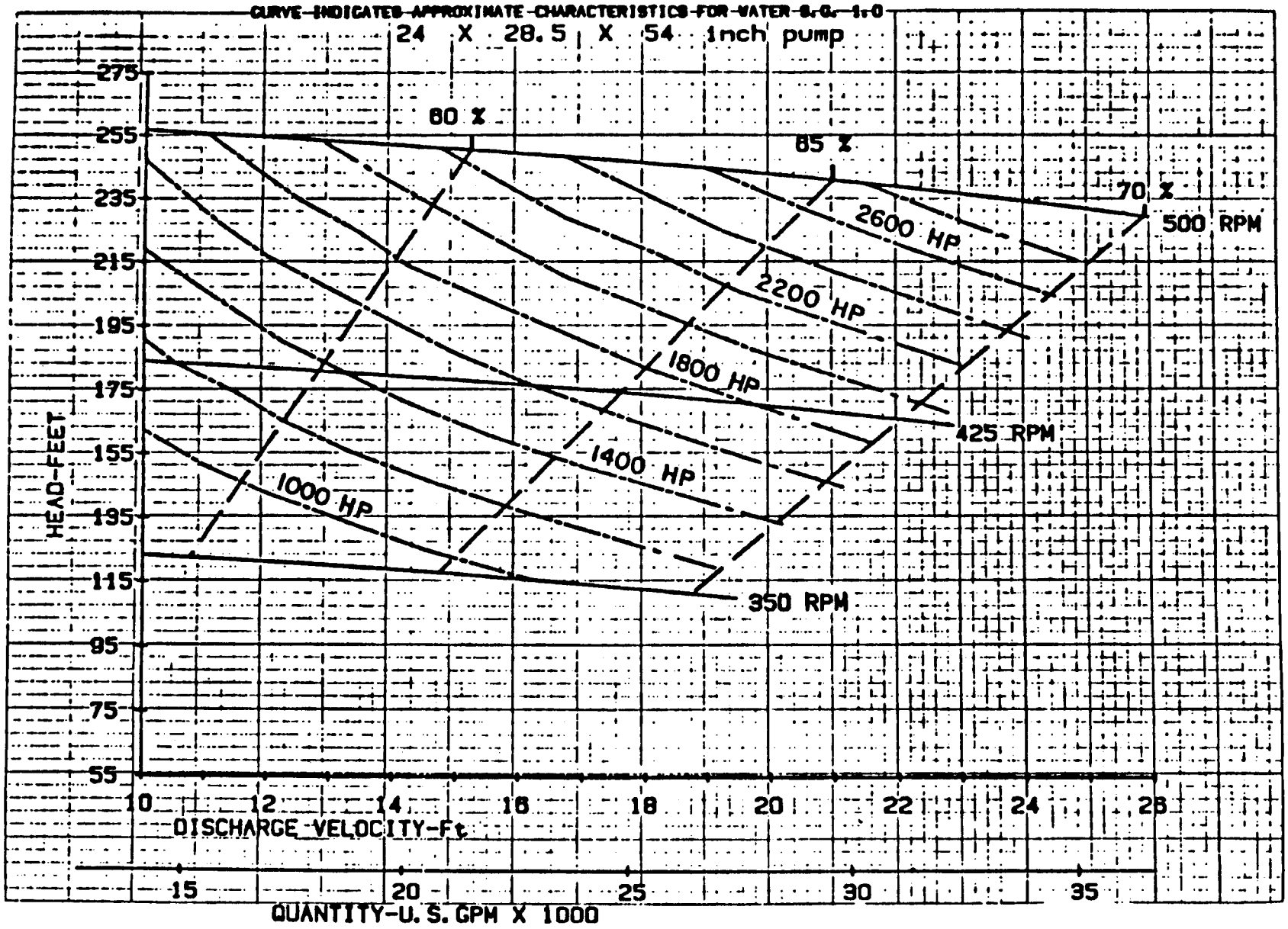
FIGURE 1: MINIMUM DREDGE PLANT LENGTH



Contract Number: 05-C-XXXX Dredge Name:_____ Pump Function: (main, ladder, or booster, etc.)

MANUFACTURER'S PERFORMANCE CURVE



SAMPLE

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HYDRAULIC DREDGING - ATCHAFALAYA BAY CHANNEL DREDGING REGION

PART 1 GENERAL

1.1 SCOPE

This section details specific requirements, which are in addition to the general requirements set forth in the specifications, for the Atchafalaya Bay Channel Dredging Region. The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all work required for dredging in the specified dredging region, except for those measures set forth in other technical portions of the specifications.

1.2 MEASUREMENT AND PAYMENT

No separate Measurement or Payment will be made for dredging region requirements as described herein. All costs for the work covered under this section shall be included in the contract unit price per hour in the "Dredging" and "Option Dredging" items on the bidding schedule.

1.3 EXISTING PIPELINES, STRUCTURES OR UTILITIES

The structures or utilities listed below are known to be located within this dredging region.

Utility	**Owner Information**	**Approximate C/L Station**	**Elevation (feet)**
30-inch gas pipeline	Sea Robin/Trunkline Gas Co. 4094 Hwy 56 Houma, LA 70363 Derek Vallee Office: 985-992-4014 Cell: 985-322-0103 Derek.Vallee@energytransfer.com Evan Kelly Cell: 985-870-5196 evan.kelly@energytransfer.com	1377+51	-40.0 MLG
36-inch gas pipeline	Sea Robin/Trunkline Gas Co. (see above)	1376+43	-38.0 MLG
Pipeline	WWF Oil Corporation	West Side Disposal Area	Unknown

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 DREDGING

3.1.1 Dredging Region

3.1.1.1 Atchafalaya Bay Channel

a. The authorized dimensions for the Atchafalaya Bay Channel are -20 feet Mean Low Gulf (MLG) by 400 feet bottom width. The Administrative Contracting Officer may issue dredging assignments for all or portions of this dredging region. Each dredging assignment will define the dredging template to be dredged by the Contractor. The dredging template will include the swing width, the side slope, and the specified elevation. The specified elevation in the dredging assignment will not exceed 3 feet below the authorized elevation and may be specified above the authorized dimensions when determined to be beneficial to the Government. Disposal of dredged material shall be at the Government's direction.

b. Material removed from the Atchafalaya Bay Channel shall be placed on Big Island, Roger Brown Island, or in the Pimple Mound Disposal Area, as shown on the plates entitled "Atchafalaya Bar, Bay, and Crewboat Cut Maintenance Dredging" located at the end of Section 35 20 23.23 11. The Contractor shall submit a disposal plan to the Contracting Officer or his/her authorized representative for Big Island, Roger Brown Island, and the pimple mound disposal area for review and approval prior to commencement of dredging operations.

Big Island and Roger Brown Island: The maximum elevation of the dredged material shall not exceed +5.0 feet NAVD88. The Contractor shall monitor placement to ensure that materials are not entering the mouth of any existing outlets or canals that intersect with the navigation channel. Disposal must also be controlled to avoid shoaling of adjacent water courses near the disposal polygons. Pre and post disposal surveys of adjacent water courses may be required to demonstrate that disposal related shoaling has not occurred. In addition, disposal on Big Island must be controlled to avoid the creation of ponded areas or trapped water between the discharge site and the existing island. Drainage from the existing island shall also be maintained.

Pimple Mound Disposal Area: The intent of the Pimple Mound Disposal Area is to create separate mounds by disposing dredged material at single point discharge locations. The single point discharge locations shall be a minimum of 2,000 feet from the centerline of the channel, and the discharge line shall be placed so as to direct the discharge away from the channel. The maximum elevation of the dredged material shall not exceed +6.0 feet NAVD88. Once a 300-foot crown width at an elevation of +6.0 feet NAVD88 has been reached or once the size of the mound at low tide has reached 20 acres, the Contractor shall move to another single point discharge location. The minimum distance between the single point discharge locations shall be 1,500 feet. The goal is to stagger the pimple mounds in a diagonal pattern. Therefore, after the first pimple mound location is complete, the Contractor may be directed to another location approximately 3,500 feet from the centerline of the channel.

3.2 MINIMUM PRODUCTION RATE REQUIREMENTS

a. The following chart shows the minimum production rates the dredge must perform at as specified in Section 35 20 23.23, paragraph entitled "Required Production and Dredging Tolerances".

MINIMUM PRODUCTION RATES (cy/hr)
ATCHAFALAYA BAY CHANNEL
Station 1300+00 to 475+00

Dredge Discharge Size (ID, Inches)	Submerged Pump	200-foot swing width	400-foot swing width
27	No	1100	1400
27	Yes	1249	1590
30 or greater	No	1360	1730
30 or greater	Yes	1700	2200

b. If a dredge's submerged pump becomes inoperable and the Contractor elects to continue dredging, then the Contractor will be allowed to operate without the submerged pump provided the specifications have a bid lot for that size dredge without a submerged pump and provided the dredge meets the minimum production rate shown on the chart above and as specified in Section 35 20 23.23, paragraph entitled "Required Production and Dredging Tolerances". For a dredge with an inoperable submerged pump, the new unit price per hour for "Dredging" and "Option Dredging" shall be computed as follows:

New unit price per hour =
$$\frac{\text{(Original Base Item Estimated Quantity)} \times \text{(Original Base Item Unit Price)}}{\text{Estimated Quantity From Base Item Bid Schedule of Applicable Bid Lot for the Same Size Dredge Without a Submerged Pump}}$$

The remaining hours, if any, on the Basic Payment Items will be prorated so that payments available to the Contractor under Option Payment Items will be unchanged. Option dredging payment hours will also be prorated separately, so that the total payments available to the Contractor for exercised options remain unchanged.

3.3 HORIZONTAL AND VERTICAL CONTROL POINTS

3.3.1 Horizontal Control Points

Horizontal Control Points are shown on the plates entitled "Atchafalaya Bar, Bay, and Crewboat Cut Maintenance Dredging" located at the end of Section 35 20 23.23 11.

3.3.2 Vertical Control Points

The NOAA Eugene Island Gage (gage ID 8764314) shall be the controlling gage for all dredging from Station 1300+00 to Station 475+00 and shall be the vertical control for the disposal areas on the east and west sides of the Bay Channel. For gage location and information, see the "Atchafalaya Bar, Bay, and Crewboat Cut Maintenance Dredging" plates located at the end of Section 35 20 23.23 11.

3.4 ACCESS CHANNEL SURVEYS

The Contractor shall take profile surveys of the Amerada Hess Canal and other access channels as directed by the Contracting Officer's Representative. These surveys shall be taken prior to commencement of dredging and after dredging is complete.

3.5 CONDITIONS FOR DREDGING AND USE OF DISPOSAL AREAS WITHIN THE ATCHAFALAYA DELTA WILDLIFE MANAGEMENT AREA

The Atchafalaya Delta Wildlife Management Area (ADWMA) extends from approximate river mile 141 to 150 and is managed by the Louisiana Department of Wildlife and Fisheries (LDWF). The Contractor must adhere to the following conditions during dredging and disposal activities within the bounds of the ADWMA:

a. Within 48 hours after issuance of notice to proceed, the Contractor shall prepare and submit to the Contracting Officer or his/her authorized representative a plan outlining the proposed dredging and project schedule, disposal site use, equipment needed, and mooring/staging areas. The plan will be made available by the Government to LDWF for approval. No work may be initiated until LDWF has reviewed, suggested modification if necessary, and approved the plan.

b. Prior to any activities on ADWMA, an onsite pre-construction meeting must be held with Government personnel (including the Government Inspector), LDWF, and the Contractor.

c. If airboat use is proposed by the Contractor, it will require a Special Use Permit issued to the Government. Airboat use will not be allowed during the months of September, November, December, and January until after waterfowl season closes. The Contractor is responsible for requesting that the Government secure a Special Use Permit and for furnishing sufficient detail for the permit (dates of use, running hours, airboat license number, purpose, and need for use).

d. Airboats and small outboards shall be used, whenever practical, to reduce the usage of marsh buggies. All marsh buggy (rubber, tire, or track) ingress and egress shall be on LDWF approved routes and shall be limited to two tracks per location except for placement of disposal pipe during dredging operations.

e. The LDWF reserves the right to select the final disposal locations and designs for each dredge project.

f. The Contractor shall coordinate with LDWF regarding the overnight mooring of quarter barges, equipment barges, tugboats, crew boats, etc., as well as the staging of floating discharge pipe at ADWMA. The LDWF reserves the right to select the locations for mooring and staging

this type of equipment. The LDWF also requires all floating structures and equipment to be illuminated with flashing hazard lights during nighttime hours.

g. All equipment related to the project shall be removed immediately upon completion.

h. The Contractor shall use great care to avoid damage to the ADWMA while conducting maintenance dredging activities. When determined by the Government, the Contractor shall repair or restore any waterways (bayous, passes, cuts, canals, trenasses, ditches, canals, etc.), levees, signs, pilings, and other structures on the ADWMA, which may be damaged or altered as a result of dredging and/or disposal operations (either intentionally or unintentionally).

i. Pre and post project data (elevation/bathymetry information, acreage of marsh created, cut/fill material quantities, etc.) must be submitted to USACE. A post-project meeting and/or site visit may be required by LDWF.

j. Coastal birds (small-sized birds such as terns, skimmers, and gulls), wading birds (medium-sized birds such as ibis, egrets, and herons), seabirds (large-sized birds such as pelicans), and raptors (large-sized birds such as eagles) are known to nest throughout south Louisiana and may be present in the project area. See Section 01 57 20.00 10 for details on bird nesting prevention and avoidance measures.

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SECTION 35 20 23.23 10

HYDRAULIC DREDGING - ATCHAFALAYA BAR CHANNEL DREDGING REGION

PART 1 GENERAL

1.1 SCOPE

This section details specific requirements, which are in addition to the general requirements set forth in the specifications, for the Atchafalaya Bar Channel Dredging Region. The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all work required for dredging in the specified dredging region, except for those measures set forth in other technical portions of the specifications.

1.2 MEASUREMENT AND PAYMENT

No separate Measurement or Payment will be made for dredging region requirements as described herein. All costs for the work covered under this section shall be included in the contract unit price per hour in the "Dredging" and "Option Dredging" items on the bidding schedule.

1.3 EXISTING PIPELINES, STRUCTURES OR UTILITIES

a. The pipeline listed below is known to be located within the dredging area.

Utility	**Owner Information**	**Approximate C/L Station**	**Elevation (feet)**
20-inch gas pipeline	Gulf South Pipeline 351 Technology Ln Gray, LA 70359 Quinn Bush Office: (985) 872-5043 Cell: (225) 209-8095 Quinn.bush@bwpipelines.com	cut and removed at channel crossing near C/L STA 868+00	NA

b. The Contractor should be aware that an existing longitudinal rock structure exists approximately 600 feet east of the channel centerline between approximate centerline stations 580+00 and 685+00.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 DREDGING

3.1.1 Dredging Region

3.1.1.1 Atchafalaya Bar Channel

The authorized dimensions for the Atchafalaya Bar Channel are -20 feet Mean Low Gulf (MLG) by 400 feet bottom width. The Administrative Contracting Officer may issue dredging assignments for all or portions of this dredging region. Each dredging assignment will define the dredging template to be dredged by the Contractor. The dredging template will include the swing width, the side slope, and the specified elevation. The specified elevation in the dredging assignment will not exceed 3 feet below the authorized elevation and may be specified above the authorized dimensions when determined to be beneficial to the Government. Disposal of dredged material shall be at the Government's direction. The approved disposal areas are shown on the plates entitled "Atchafalaya Bar, Bay, and Crewboat Cut Maintenance Dredging" located at the end of Section 35 20 23.23 11.

Material removed from Station 475+00 to Station 970+00 shall be placed on Aves Island, New Bird Island West #1, New Bird Island West #2, or New Bird Island West #3 on the west side of the channel or in the Pimple Mound Disposal Area on the east side of the channel. The maximum elevation of the dredged material shall not exceed +6.0 feet NAVD88.

Pimple Mound Disposal Area: The intent is to create separate mounds by disposing dredged material at single point discharge locations. The single point discharge locations shall be a minimum of 2,000 feet from the centerline of the channel, and the discharge line shall be placed so as to direct the discharge away from the channel. Once a 300-foot crown width at an elevation of +6.0 feet NAVD88 has been reached or once the size of the mound at low tide has reached 20 acres, the Contractor shall move to another single point discharge location. The minimum distance between the single point discharge locations shall be 1,500 feet. The goal is to stagger the pimple mounds in a diagonal pattern. Therefore, after the first pimple mound location is complete, the Contractor may be directed to another location approximately 3,500 feet from the centerline of the channel. The Contractor shall submit a disposal plan to the Contracting Officer or his/her authorized representative for the Pimple Mound Disposal Area for review and approval prior to commencement of dredging operations.

3.2 MINIMUM PRODUCTION RATE REQUIREMENTS

a. The following charts show the minimum production rates the dredge must perform at as specified in Section 35 20 23.23, paragraph entitled "Required Production and Dredging Tolerances".

Station 475+00 to 970+00, swing width 200 feet

Dredge Discharge Size (ID, Inches)	Submerged Pump	Minimum Output (Cubic Yards per hour) for cross-sectional quantity between (4w+16s)/27 and (8w+64s)/27	Minimum Output (Cubic Yards per hour) for cross-sectional quantity greater than or equal to (8w+64s)/27
27	No	3210	3751
27	Yes	3375	3874
30 or greater	No	3959	4710
30 or greater	Yes	4162	4865

Station 475+00 to 970+00, swing width 400 feet

Dredge Discharge Size (ID, Inches)	Submerged Pump	Minimum Output (Cubic Yards per hour) for cross-sectional quantity between (4w+16s)/27 and (8w+64s)/27	Minimum Output (Cubic Yards per hour) for cross-sectional quantity greater than or equal to (8w+64s)/27
27	No	3531	4127
27	Yes	3706	4333
30 or greater	No	4360	5096
30 or greater	Yes	4576	5350

b. If a dredge's submerged pump becomes inoperable and the Contractor elects to continue dredging, then the Contractor will be allowed to operate without the submerged pump provided the specifications have a bid lot for that size dredge without a submerged pump and provided the dredge meets the minimum production rate shown on the applicable chart above and as specified in Section 35 20 23.23, paragraph entitled "Required Production and Dredging Tolerances". For a dredge with an inoperable submerged pump, the new unit price per hour for "Dredging" and "Option Dredging" shall be computed as follows:

New unit price per hour =

$$\frac{\text{(Original Base Item Estimated Quantity)x(Original Base Item Unit Price)}}{\text{Estimated Quantity From Base Item Bid Schedule of Applicable Bid Lot for the Same Size Dredge Without a Submerged Pump}}$$

The remaining hours, if any, on the Basic Payment Items will be prorated so that payments available to the Contractor under Option Payment Items will be unchanged. Option dredging payment hours will also be prorated separately, so that the total payments available to the Contractor for exercised options remain unchanged.

3.3 HORIZONTAL AND VERTICAL CONTROL POINTS

3.3.1 Horizontal Control Points

Horizontal Control Points are shown on the plates entitled "Atchafalaya Bar, Bay, and Crewboat Cut Maintenance Dredging" located at the end of Section 35 20 23.23 11.

3.3.2 Vertical Control Points

The NOAA Eugene Island Gage (gage ID 8764314) shall be the controlling gage for all dredging from Station 475+00 to Station 970+00 and shall be the vertical control for the disposal areas in the Bar Channel. For gage location and information, see the "Atchafalaya Bar, Bay, and Crewboat Cut Maintenance Dredging" plates located at the end of Section 35 20 23.23 11.

3.4 CONDITIONS FOR DREDGING AND USE OF DISPOSAL AREAS WITHIN THE ATCHAFALAYA DELTA WILDLIFE MANAGEMENT AREA

The Atchafalaya Delta Wildlife Management Area (ADWMA) extends from approximate river mile 141 to 150 and is managed by the Louisiana Department of Wildlife and Fisheries (LDWF). The Contractor must adhere to the following conditions during dredging and disposal activities within the bounds of the ADWMA:

a. Within 48 hours after issuance of notice to proceed, the Contractor shall prepare and submit to the Contracting Officer or his/her authorized representative a plan outlining the proposed dredging and project schedule, disposal site use, equipment needed, and mooring/staging areas. The plan will be made available by the Government to LDWF for approval. No work may be initiated until LDWF has reviewed, suggested modification if necessary, and approved the plan.

b. Prior to any activities on ADWMA, an onsite pre-construction meeting must be held with Government personnel (including the Government Inspector), LDWF, and the Contractor.

c. If airboat use is proposed by the Contractor, it will require a Special Use Permit issued to the Government. Airboat use will not be allowed during the months of September, November, December, and January until after waterfowl season closes. The Contractor is responsible for requesting that the Government secure a Special Use Permit and for furnishing sufficient detail for the permit (dates of use, running hours, airboat license number, purpose, and need for use).

d. Airboats and small outboards shall be used, whenever practical, to reduce the usage of marsh buggies. All marsh buggy (rubber, tire, or track) ingress and egress shall be on LDWF approved routes and shall be

limited to two tracks per location except for placement of disposal pipe during dredging operations.

e. The LDWF reserves the right to select the final disposal locations and designs for each dredge project.

f. The Contractor shall coordinate with LDWF regarding the overnight mooring of quarter barges, equipment barges, tugboats, crew boats, etc., as well as the staging of floating discharge pipe at ADWMA. The LDWF reserves the right to select the locations for mooring and staging this type of equipment. The LDWF also requires all floating structures and equipment to be illuminated with flashing hazard lights during nighttime hours.

g. All equipment related to the project shall be removed immediately upon completion.

h. The Contractor shall use great care to avoid damage to the ADWMA while conducting maintenance dredging activities. When determined by the Government, the Contractor shall repair or restore any waterways (bayous, passes, cuts, canals, trenasses, ditches, canals, etc.), levees, signs, pilings, and other structures on the ADWMA, which may be damaged or altered as a result of dredging and/or disposal operations (either intentionally or unintentionally).

i. Pre and post project data (elevation/bathymetry information, acreage of marsh created, cut/fill material quantities, etc.) must be submitted to USACE. A post-project meeting and/or site visit may be required by LDWF.

j. Coastal birds (small-sized birds such as terns, skimmers, and gulls), wading birds (medium-sized birds such as ibis, egrets, and herons), seabirds (large-sized birds such as pelicans), and raptors (large-sized birds such as eagles) are known to nest throughout south Louisiana and may be present in the project area. See Section 01 57 20.00 10 for details on bird nesting prevention and avoidance measures.

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PART 1 GENERAL

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Atchafalaya Bar, Bay, and Crewboat Cut Maintenance Dredging Plates

-- End of Section Table of Contents --

SECTION 35 20 23.23 11

HYDRAULIC DREDGING - ATCHAFALAYA CREWBOAT CUT DREDGING REGION

PART 1 GENERAL

1.1 SCOPE

This section details specific requirements, which are in addition to the general requirements set forth in the specifications, for the Atchafalaya Crewboat Cut Dredging Region. The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all work required for dredging in the specified dredging region, except for those measures set forth in other technical portions of the specifications.

1.2 MEASUREMENT AND PAYMENT

No separate Measurement or Payment will be made for dredging region requirements as described herein. All costs for the work covered under this section shall be included in the contract unit price per hour in the "Dredging" and "Option Dredging" items on the bidding schedule.

1.2.1 Non-Standard Dredging Conditions

(a) Those conditions described in Section 35 20 23.23, paragraph entitled "Dredging in Non-Standard Reaches and Conditions".

(b) The Atchafalaya River, vicinity mile 134 through mile 140 where the dredging template yields less than a 200 foot swing width.

1.3 EXISTING PIPELINES, STRUCTURES OR UTILITIES

The structures or utilities listed below are known to be located within this dredging region.

Utility	**Owner, Address and Telephone Number**	**Approximate C/L Station**	**Elevation (feet)**
Two 24-inch pipelines	TENNESSEE GAS PIPELINE COMPANY 15449 Parish Line Road Kinder, LA 70648 Zack Hillis Office: 337-234-1309 Cell: 337-412-3600 Zachary_hillis@kindermorgan.com	1051+14 and 1051+62	-60.7 MLG

Utility	**Owner, Address and Telephone Number**	**Approximate C/L Station**	**Elevation (feet)**
30 inch pipeline; 24-inch pipeline	TC Energy 18428 West Creek Drive Tinley Park, IL 60477 Benjamin Acheampong (708) 476-4600 (708) 342-4717 benjamin_acheampong@tcenergy.com Eric Theriot (985) 992-9213 eric_theriot@tcenergy.com	1066+15	-50.7 MLG
Two 6-inch pipelines (abandoned in place)	CHEVRON PIPELINE COMPANY 100 Northpark Blvd. N1128A Covington, LA 70433-5069 Matthew Posner (985) 773-6045 (985) 634-0480 (cell) matthew.posner@chevron.com	1077+58	-60.0 MLG

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 DREDGING

3.1.1 Dredging Region

3.1.1.1 Atchafalaya Crewboat Cut

a. The authorized dimensions for the Atchafalaya Crewboat Cut are -20 feet Mean Low Gulf (MLG) by 400 feet bottom width. The Administrative Contracting Officer may issue dredging assignments for all or portions of this dredging region. Each dredging assignment will define the dredging template to be dredged by the Contractor. The dredging template will include the swing width, the side slope, and the specified elevation. The specified elevation in the dredging assignment will not exceed 3 feet below the authorized elevation and may be specified above the authorized dimensions when determined to be beneficial to the Government.

b. Material removed from the Atchafalaya Crewboat Cut shall be placed at one of the Single Point Discharge (SPD) locations that are located upstream of Disposal Area "I". The plates entitled "Atchafalaya Bar, Bay, and Crewboat Cut Maintenance Dredging" located at the end of this section show the dredging region and the SPD locations.

c. Disposal of dredged material shall be at the Government's direction. The SPD locations are positioned in open water and may be field adjusted by the Government. The Contractor shall use baffle plates, or other means, to dispose the material as close as possible to the SPD location. If surveys

or visual inspection indicate that material is flowing near the channel, the Contractor shall reposition his discharge point away from the channel to minimize potential impacts. The maximum elevation of dredged material shall not exceed +5.0 feet NAVD88. The SPD location shall be field adjusted to allow a platform with the maximum elevation to be created at each established SPD location or to avoid migration of effluent into the channel. The move from one SPD to another SPD location will be directed by the Government.

3.2 MINIMUM PRODUCTION RATE REQUIREMENTS

a. The following chart shows the minimum production rates the dredge must perform at as specified in Section 35 20 23.23, paragraph entitled "Required Production and Dredging Tolerances".

Dredge Discharge Size (ID, Inches)	Submerged Pump	Minimum Output (cy/hr) Station 1030+00 to 1100+00	Minimum Output (cy/hr) Station 1100+00 to 1300+00
27	No	1201	1092
27	Yes	1334	1213
30 or greater	No	1485	1350
30 or greater	Yes	1650	1500

b. If a dredge's submerged pump becomes inoperable and the Contractor elects to continue dredging, then the Contractor will be allowed to operate without the submerged pump provided the dredge meets the minimum production rate shown on the chart above and as specified in Section 35 20 23.23, paragraph entitled "Required Production and Dredging Tolerances". For a dredge with an inoperable submerged pump, the new unit price per hour for "Dredging" and "Option Dredging" shall be computed as follows:

New unit price per hour =
$$\frac{\text{(Original Base Item Quantity(HRS))x(Original Base Item Unit Price)}}{\text{Original Quantity (HRS) From Base Item Bid Schedule of Applicable Bid Lot for the Same Size Dredge Without a Submerged Pump}}$$

The remaining hours, if any, on the Basic Payment Items will be prorated so that payments available to the Contractor under Option Payment Items will be unchanged. Option dredging payment hours will also be prorated separately, so that the total payments available to the Contractor for exercised options remain unchanged.

3.3 HORIZONTAL AND VERTICAL CONTROL POINTS

3.3.1 Horizontal Control Points

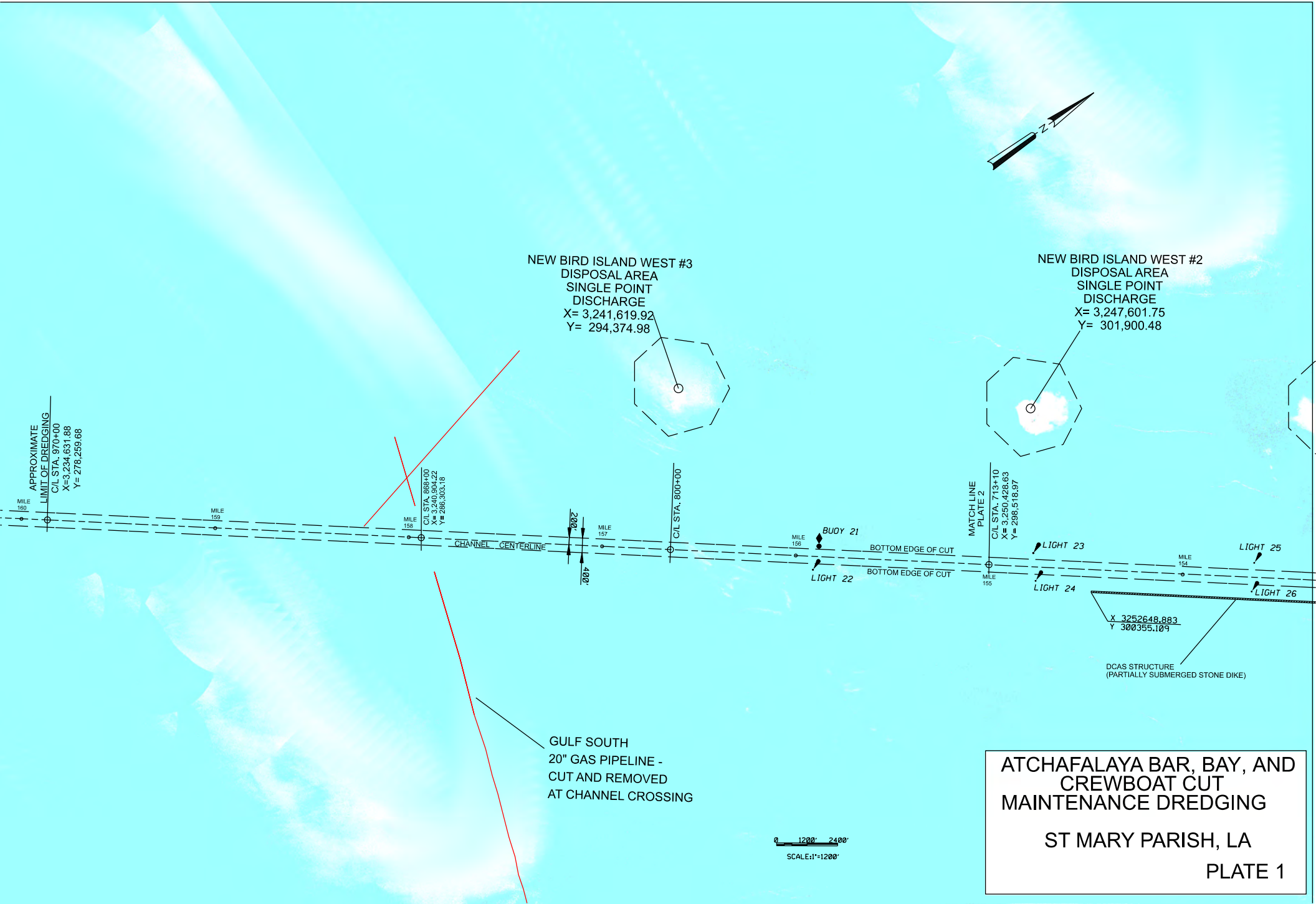
Horizontal Control Points are shown on the "Atchafalaya Bar, Bay, and Crewboat Cut Maintenance Dredging Plates" located at the end of this section.

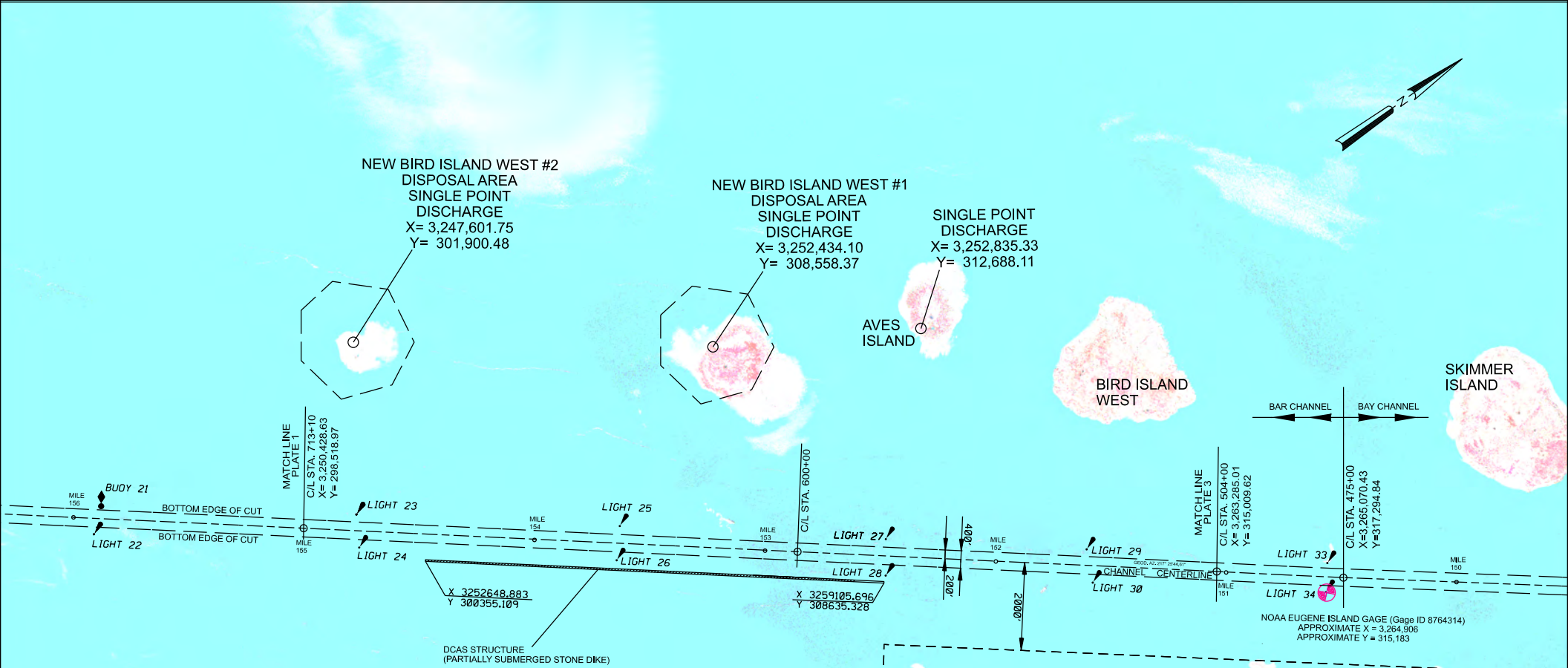
3.3.2 Vertical Control Points

The Sweet Bay/Avoca Island Cutoff gage (03820) is located approximately 10 miles south of Morgan City on the Atchafalaya River near the Bayou Chene intersection on Day Marker 12. It shall be the controlling gage for all dredging and disposal from MM 134 to MM 140 of the Atchafalaya River and shall be the vertical control for the disposal area(s) used herein. The coordinates for the gage in State Plane NAD 83, Louisiana South 1702, US Survey Feet are: X=3303846.36, Y=377992.18.

Datum Relationship:
0.0' GAGE = 0.0' NAVD88 (OPUS) = 3.08' MLG

-- End of Section --


NEW BIRD ISLAND WEST #3
DISPOSAL AREA
SINGLE POINT
DISCHARGE
X= 3,241,619.92
Y= 294,374.98
NEW BIRD ISLAND WEST #2
DISPOSAL AREA
SINGLE POINT
DISCHARGE
X= 3,247,601.75
Y= 301,900.48
APPROXIMATE
LIMIT OF DREDGING
C/L STA. 970+00
X=3,234,631.88
Y= 278,259.68
MILE 160
MILE 159
MILE 158
C/L STA. 868+00
X= 3,240,904.22
Y= 286,303.18
CHANNEL CENTERLINE
200'
400'
MILE 157
C/L STA. 800+00
MILE 156
BUOY 21
BOTTOM EDGE OF CUT
LIGHT 22
BOTTOM EDGE OF CUT
MATCH LINE
PLATE 2
C/L STA. 713+10
X= 3,250,428.63
Y= 298,518.97
MILE 155
LIGHT 23
LIGHT 24
MILE 154
LIGHT 25
LIGHT 26
X 3252648.883
Y 300355.109
DCAS STRUCTURE
(PARTIALLY SUBMERGED STONE DIKE)
GULF SOUTH
20" GAS PIPELINE -
CUT AND REMOVED
AT CHANNEL CROSSING
0 1200' 2400'
SCALE:1"=1200'
ATCHAFALAYA BAR, BAY, AND
CREWBOAT CUT
MAINTENANCE DREDGING
ST MARY PARISH, LA
PLATE 1



NOTES FOR ATCHAFALAYA BAR AND BAY DREDGING:

1. MATERIAL REMOVED FROM THE ATCHAFALAYA BAR CHANNEL SHALL BE PLACED ON AVES ISLAND, NEW BIRD ISLAND WEST #1, NEW BIRD ISLAND WEST #2, OR NEW BIRD ISLAND WEST #3 ON THE WEST SIDE OF THE CHANNEL OR IN THE PIMPLE MOUND DISPOSAL AREA ON THE EAST SIDE OF THE CHANNEL. DISPOSAL SHALL BE AT THE GOVERNMENT'S DIRECTION AND THE MAXIMUM ELEVATION OF THE DREDGED MATERIAL SHALL NOT EXCEED +6.0 FEET NAVD88.

2. MATERIAL REMOVED FROM THE ATCHAFALAYA BAY CHANNEL SHALL BE PLACED ON BIG ISLAND, ROGER BROWN ISLAND, OR IN THE PIMPLE MOUND DISPOSAL AREA. DISPOSAL SHALL BE AT THE GOVERNMENT'S DIRECTION. THE MAXIMUM ELEVATION OF THE DREDGED MATERIAL PLACED ON BIG ISLAND AND ROGER BROWN ISLAND SHALL NOT EXCEED +5.0 FEET NAVD88, AND THE MAXIMUM ELEVATION OF THE DREDGED MATERIAL PLACED IN THE PIMPLE MOUND DISPOSAL AREA SHALL NOT EXCEED +6.0 FEET NAVD88.

3. FOR THE PIMPLE MOUND DISPOSAL AREA, THE INTENT IS TO CREATE SEPARATE MOUNDS BY DISPOSING DREDGED MATERIAL AT SINGLE POINT DISCHARGE LOCATIONS. SINGLE POINT DISCHARGE LOCATIONS SHALL BE A MINIMUM OF 2000 FEET FROM THE CENTERLINE OF THE CHANNEL, AND THE DISCHARGE LINE SHALL BE PLACED SO AS TO DIRECT THE DISCHARGE AWAY FROM THE CHANNEL. ONCE A 300 FOOT CROWN WIDTH AT AN ELEVATION OF +6.0 FEET NAVD88. HAS BEEN REACHED OR ONCE THE SIZE OF THE MOUND AT LOW TIDE HAS REACHED 20 ACRES, THE CONTRACTOR SHALL MOVE TO ANOTHER SINGLE POINT DISCHARGE LOCATION. THE MINIMUM DISTANCE BETWEEN THE SINGLE POINT DISCHARGE LOCATIONS SHALL BE 1500 FEET. THE GOAL IS TO STAGGER THE PIMPLE MOUNDS IN A DIAGONAL PATTERN. THEREFORE, AFTER THE FIRST PIMPLE MOUND LOCATION IS COMPLETE, THE CONTRACTOR MAY BE DIRECTED TO ANOTHER LOCATION APPROXIMATELY 3500 FEET FROM THE CENTERLINE OF THE CHANNEL.

4. WHEN DISPOSING DREDGED MATERIAL ON BIG ISLAND AND ROGER BROWN ISLAND, THE CONTRACTOR SHALL MONITOR PLACEMENT TO ENSURE THAT MATERIALS ARE NOT ENTERING THE MOUTH OF ANY EXISTING OUTLESTS OR CANALS THAT INTERSECT WITH THE NAVIGATION CHANNEL. DISPOSAL MUST ALSO BE CONTROLLED TO AVOID SHOALING OF ADJACENT WATER COURSES NEAR THE DISPOSAL POLYGONS. PRE AND POST DISPOSAL SURVEYS OF ADJACENT WATER COURSES MAY BE REQUIRED TO DEMONSTRATE THAT DISPOSAL RELATED SHOALING HAS NOT OCCURRED. IN ADDITION, DISPOSAL ON BIG ISLAND MUST BE CONTROLLED TO AVOID THE CREATION OF PONDED AREAS OR TRAPPED WATER BETWEEN THE DISCHARGE SITE AND THE EXISTING ISLAND. DRAINAGE FROM THE EXISTING ISLAND SHALL ALSO BE MAINTAINED.

5. THE CONTRACTOR SHALL SUBMIT A DISPOSAL PLAN TO THE CONTRACTING OFFICER OR HIS/HER AUTHORIZED REPRESENTATIVE FOR BIG ISLAND, ROGER BROWN ISLAND, AND THE PIMPLE MOUND DISPOSAL AREA FOR REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF DREDGING OPERATIONS.

6. THE DREDGING AND DISPOSAL AREAS ARE WITHIN THE BOUNDS OF THE ATCHAFALAYA DELTA WILDLIFE MANAGEMENT AREA. REFER TO THE PARAGRAPH ENTITLED "CONDITIONS FOR DREDGING AND USE OF DISPOSAL AREAS WITHIN THE ATCHAFALAYA DELTA WILDLIFE MANAGEMENT AREA" PRIOR TO COMMENCING ANY WORK.

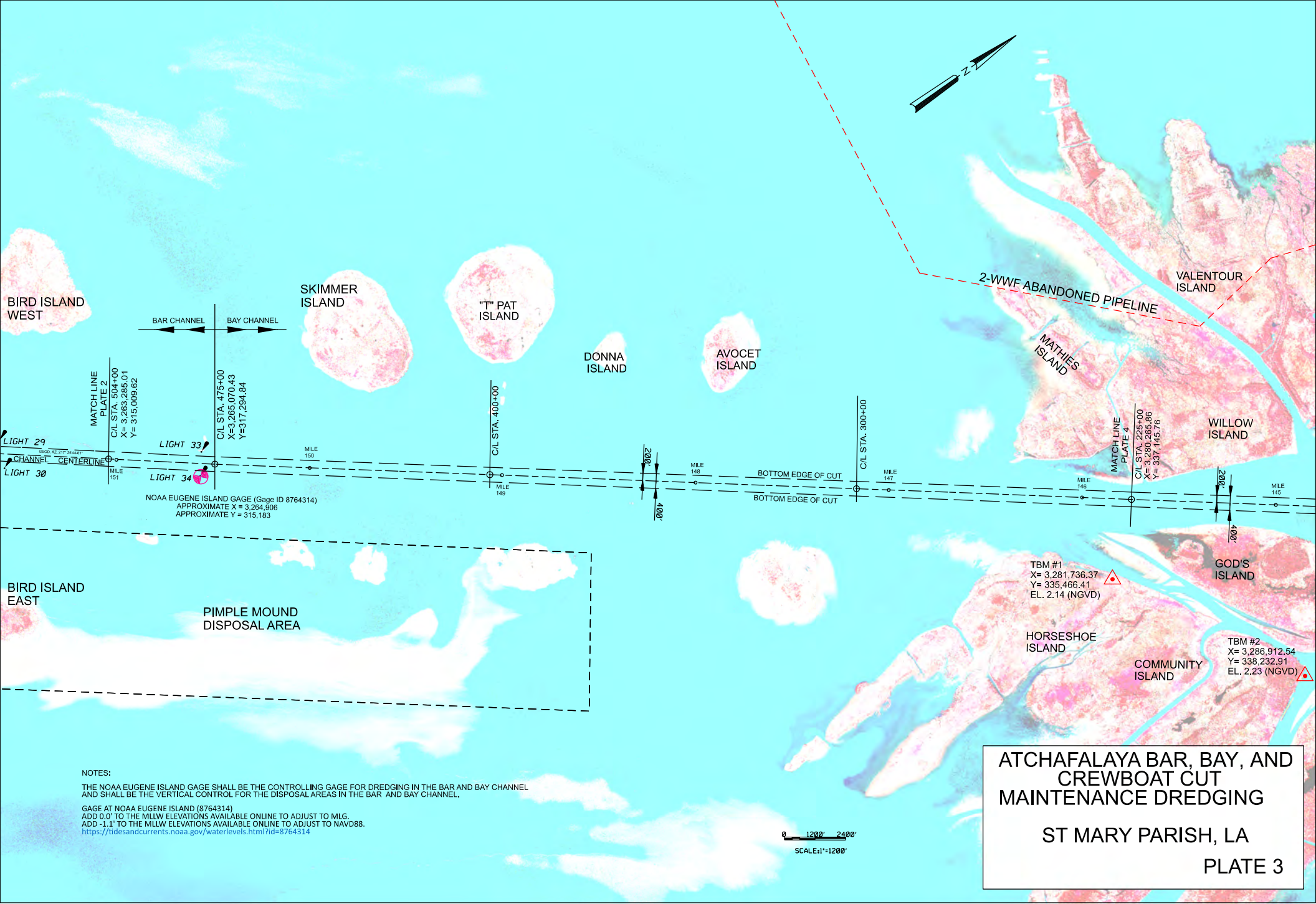
7. LOCATION OF CHANNEL MARKERS SHOWN WERE TAKEN FROM OPERATIONS SURVEY SHEETS DATED DECEMBER 2016 AND MAY NOT REFLECT CURRENT CONDITIONS.

8. BACKGROUND IMAGERY IS DEC 2024 AERIAL BUMP PHOTOGRAPHY.

ATCHAFALAYA BAR, BAY, AND CREWBOAT CUT MAINTENANCE DREDGING

ST MARY PARISH, LA

PLATE 2



NOTES:

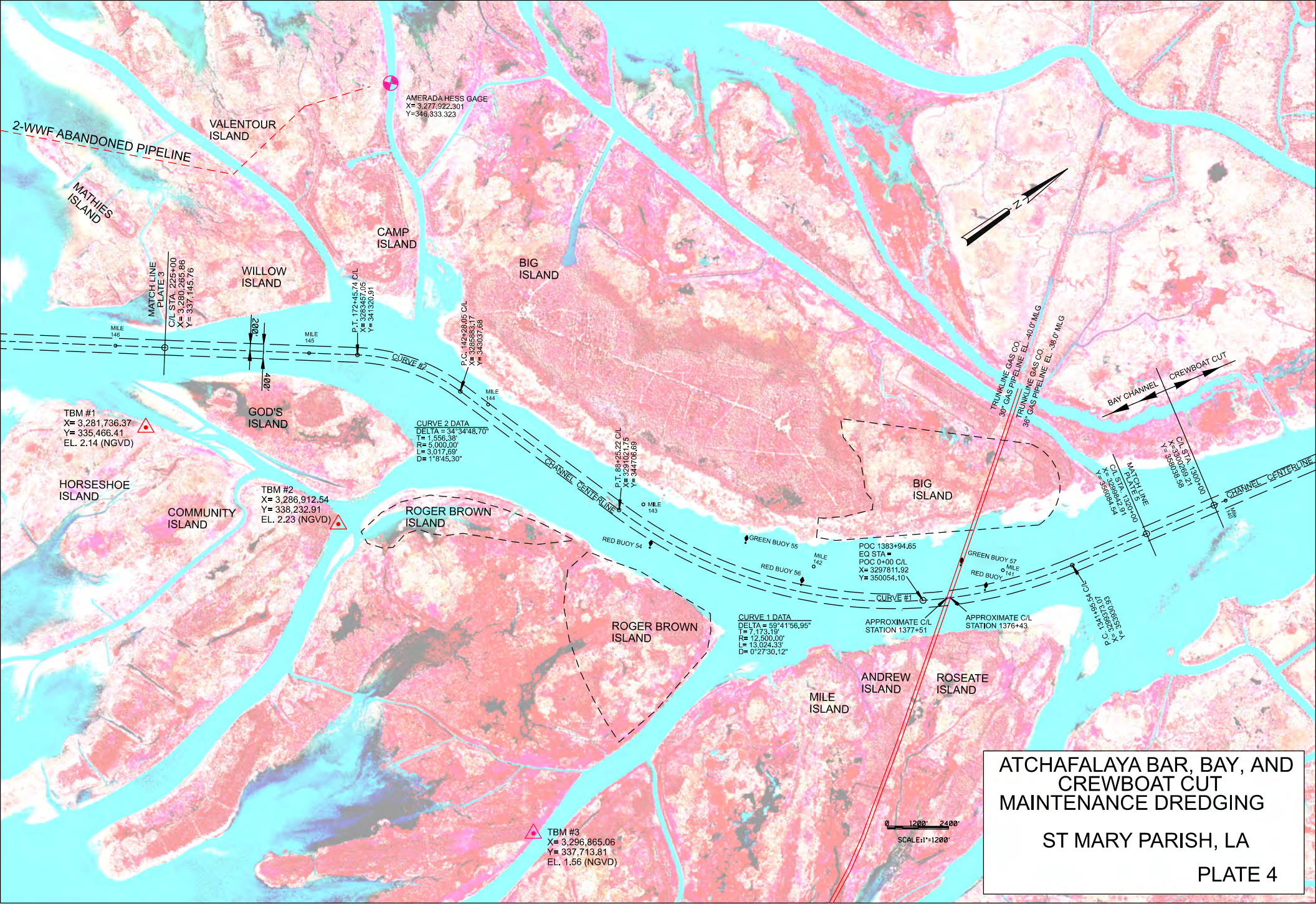
THE NOAA EUGENE ISLAND GAGE SHALL BE THE CONTROLLING GAGE FOR DREDGING IN THE BAR AND BAY CHANNEL AND SHALL BE THE VERTICAL CONTROL FOR THE DISPOSAL AREAS IN THE BAR AND BAY CHANNEL.

GAGE AT NOAA EUGENE ISLAND (8764314)
ADD 0.0' TO THE MLLW ELEVATIONS AVAILABLE ONLINE TO ADJUST TO MLG.
ADD -1.1' TO THE MLLW ELEVATIONS AVAILABLE ONLINE TO ADJUST TO NAVD88.
https://tidesandcurrents.noaa.gov/waterlevels.html?id=8764314

ATCHAFALAYA BAR, BAY, AND CREWBOAT CUT MAINTENANCE DREDGING

ST MARY PARISH, LA

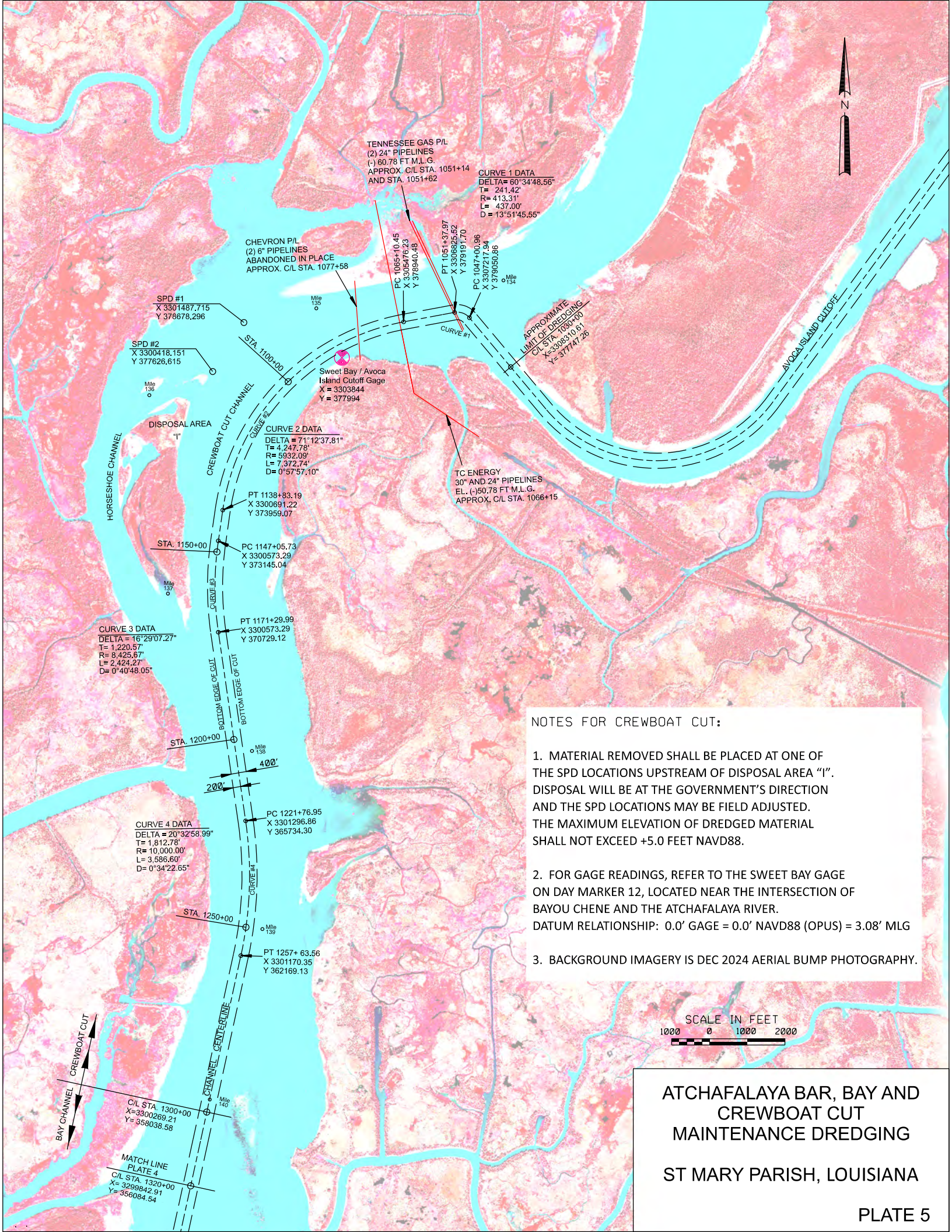
PLATE 3



ATCHAFALAYA BAR, BAY, AND CREWBOAT CUT MAINTENANCE DREDGING

ST MARY PARISH, LA

PLATE 4



NOTES FOR CREWBOAT CUT:

1. MATERIAL REMOVED SHALL BE PLACED AT ONE OF THE SPD LOCATIONS UPSTREAM OF DISPOSAL AREA "I". DISPOSAL WILL BE AT THE GOVERNMENT'S DIRECTION AND THE SPD LOCATIONS MAY BE FIELD ADJUSTED. THE MAXIMUM ELEVATION OF DREDGED MATERIAL SHALL NOT EXCEED +5.0 FEET NAVD88.

2. FOR GAGE READINGS, REFER TO THE SWEET BAY GAGE ON DAY MARKER 12, LOCATED NEAR THE INTERSECTION OF BAYOU CHENE AND THE ATCHAFALAYA RIVER. DATUM RELATIONSHIP: 0.0' GAGE = 0.0' NAVD88 (OPUS) = 3.08' MLG

3. BACKGROUND IMAGERY IS DEC 2024 AERIAL BUMP PHOTOGRAPHY.

ATCHAFALAYA BAR, BAY AND CREWBOAT CUT MAINTENANCE DREDGING

ST MARY PARISH, LOUISIANA

PLATE 5

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DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION

SECTION 35 20 23.33

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SECTION 35 20 23.33

NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM
PIPELINE HYDRAULIC DREDGE

PART 1 GENERAL

1.1 DESCRIPTION

The work under this contract requires use of the US Army Corps of Engineers (USACE) National Dredging Quality Management Program (DQM) to monitor the dredge's status at all times during the contract duration and manage data history.

This performance-based specification section identifies the minimum required output as well as the precision and instrumentation requirements. The requirements may be satisfied using equipment and technical procedures selected by the Contractor.

1.2 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for the installation, operation, and maintenance of the DQM-certified system as specified herein for the duration of the dredging operations. All costs in connection therewith shall be considered a subsidiary obligation of the Contractor and shall be included in the contract unit price per hour in the "Dredging" and "Option Dredging" items on the bidding schedule.

1.3 NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM CERTIFICATION

The Contractor shall have a current certification from the DQM Program for the cutter/suction head hydraulic dredge instrumentation system to be used under this contract. Standard Operating Procedures (SOP) and criteria for certification are presented on the DQM website at https://dqm.usace.army.mil.

1.4 DREDGE PLANT INSTRUMENTATION PLAN (DPIP)

The Contractor shall have a digital copy of the Dredge Plant Instrumentation Plan (DPIP) on file with the DQM Support Center. While working on site, the Contractor shall also maintain on the dredge a copy of the DPIP, which is easily accessible to Government personnel at all times. This document shall accurately describe the sensors used, the configuration of the system, how sensor data will be collected, how quality control on the data will be performed, and how the sensors/data-reporting equipment will be calibrated and repaired if it fails. A description of the computed dredge-specific data and how the sensor data will be transmitted to the DQM database shall also be included. Prior to the start of work, the Contractor shall submit to the DQM Support Center any addendum or modifications made to the plan subsequent to its original submission. Requirements and a template for the DPIP are available on the DQM website at https://dqm.usace.army.mil.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 REQUIREMENTS FOR REPORTED DATA

The Contractor shall provide, operate, and maintain all hardware and software to meet these specifications. The Contractor shall also be responsible for the replacement, repair, and calibration of the sensors and other necessary data acquisition equipment needed to supply the required data.

The procedure to complete a repair shall be documented and completed as soon as practical. If repair is not possible within two business days of any sensor failure, a plan and timeline to complete the repair shall be submitted. Upon completion of a repair, replacement, installation, modification, or calibration, the Contractor shall notify the Contracting Officer's Representative (COR). The COR may request recalibration of the sensors or other hardware components at any time during the contract as deemed necessary.

The Contractor shall keep a log of sensor repair, replacement, installation, modification, and calibration in the dredge's onboard copy of the DPIP. The log shall contain a three-year history of sensor maintenance, including the time of the sensor failures (and subsequent repairs), the time and results of sensor calibrations, the time of sensor replacements, and the time that backup sensor systems were initiated to provide the required data. It shall also contain the name of the person responsible for the sensor work.

Sensors installed shall be capable of collecting parameters within the specified accuracies and resolutions indicated in the following subparagraphs and transmit these parameters to the DQM database. All data shall be transmitted in JSON message bundles. Each bundle can contain multiple message types. Sensor data shall be transmitted as work event messages, and data which relates to the operational state of the dredge or its sensors shall be transmitted as state event messages. See paragraph entitled "Parameter Transmission to the Web Service".

3.1.1 Message Bundle Data

Every message bundle shall contain descriptive data that relates the message to a given dredge plant and date/time. The start of a message bundle shall be identified by the tag "DQM_data".

3.1.1.1 Messages

Messages contain operational data that populates the DQM database for a dredge plant. A message shall consist of an event type and its associated data (as defined in paragraphs entitled "Dredge Events-Work Event" and "Dredge Events-State Event), a date/time stamp indicating when the event occurred or started, and a comment providing clarification or metadata about the situation. There are multiple event types, but they all fall into one of two categories -- work events and state events.

3.1.1.1.1 Message Time

In a work event message, message time is the date and time that the data is collected from the sensors; in a state event message, message time is the

date and time that the state event begins. The message time shall be reported to the nearest second and referenced to Coordinated Universal Time (UTC) time based on a 24-hour format (*YYYY-MM-DD HH:MM:SS*). In order to ensure accuracy and reliability, the time stamp shall be synchronized to UTC format from an accurate, unchangeable source (for example, a GPS National Marine Electronics Association [NMEA] datastring). Message time shall be identified by the tag "msg_time".

3.1.1.1.2 Comment

Comments concerning the work event or state event messages being transmitted provide descriptive information that relates to the data. An example of a comment for work event data is information about a sensor issue; an example of a comment for state event data is a description of operations. A comment shall be identified by the introductory tag "comment", and the comment shall consist of no more than 250 characters.

3.1.1.2 Dredge Events-Work Event

There are two types of dredge event messages -- work event messages and state event messages. Work event messages contain data that are instantaneously collected or calculated from sensors and are logged as a series of events. Work events are triggered by a time interval change (as described in paragraph entitled "Work Event Messages"). All work event messages shall be initiated by the header tag "work_event".

3.1.1.2.1 Vertical Correction

The variation of the water level from the vertical datum for the river stage or tidal gage described in the state events shall be obtained using appropriate equipment to give the water level with an accuracy of +/- 0.1 f oot. Vertical correction values above project datum described in the dredging specification shall be entered with a positive sign and those below with a negative sign. The tag for vertical correction shall be "vert_correction".

3.1.1.2.2 Cutter/Suction Head Location and Movement

The X, Y, and Z components of the cutter/suction head location shall be monitored. Additional calculations made from the observed values determine the rates of movement to track the progress of the dredge.

3.1.1.2.2.1 Cutter/Suction Head Horizontal Position

The forwardmost point of the cutter/suction head shall be obtained using a positioning system operating with a minimum accuracy level of 3-10 feet horizontal Circular Error Probable (CEP). It shall be reported as Latitude/Longitude WGS 84 in decimal degrees with West Longitude and South Latitude values reported as negative. Position values shall be identified by the tags "ch_latitude" and "ch_longitude".

3.1.1.2.2.2 Cutter/Suction Invert Depth

Cutter/suction invert depth is the depth of the invert of the suction mouth relative to the surface of the water. Instrumentation shall be capable of reporting to an accuracy of +/- 0.5 foot and a resolution to the nearest 0.1 foot with no tidal adjustments. Minimum accuracies are conditional to relatively calm water. The tag "ch_depth" shall be used to identify the cutter/suction head depth.

3.1.1.2.2.3 Cutter/Suction Head Heading

The cutter/suction head heading is the angle of the centerline of the cutter/suction head and dredge ladder measured relative to true north. All headings shall be provided using industry-standard equipment. The heading shall be accurate to within 5 degrees and reported to the nearest whole degree with values from 000 (true north) to 359 degrees referenced to a clockwise positive direction convention. The tag "ch_heading" shall be used to identify the cutter/suction head heading.

3.1.1.2.3 Dredge Activity

Dredge activity shall be monitored using a combination of the following parameters.

3.1.1.2.3.1 Slurry Velocity

A flow-metering device, calibrated according to the manufacturer's specifications, shall be used to record the slurry velocity to the nearest 0.01 fps with an accuracy of +/- 0.5 fps. If the manufacturer does not specify a frequency of recalibration, calibration shall be conducted prior to the commencement of work. The slurry velocity shall be measured for the same pipeline inside diameter as that used for the slurry density measurement. The tag "slurry_velocity" shall be associated with this value.

3.1.1.2.3.2 Slurry Density

A density-metering device, calibrated according to the manufacturer's specifications, shall be used to record the slurry density of material being moved to the nearest 0.01 g/cc. It is understood that the accuracy of this sensor can vary based on several factors, including the type of material, the magnitude of the cut, and the length of time since calibration. If the manufacturer does not specify a frequency of recalibration, calibration shall be conducted prior to the commencement of work. Continuous monitoring of this sensor ensures that drift and other factors inherent in the dredging process can be accounted for in monitoring dredge activity. The tag "slurry_density" shall be associated with this value.

3.1.1.2.3.3 Pump RPM

The pump rpm is the number of revolutions per minute measured for the slurry pump shaft. The shaft revolution rate (rev/min) shall be measured with the highest level of accuracy that is standard on the vessel's operational displays either at the bridge or in the engine room. This value shall be identified by the tag "rpm".

3.1.1.2.3.4 Pump Vacuum

The vacuum pressure of the dredge pump(s) (inches of mercury) shall be measured as near to the eye as practicable in the pump's suction pipe with the highest level of accuracy that is standard on the vessel's operational displays either at the leverman's controls or in the engine room. Vacuum pressure shall be identified by the tag "vacuum".

3.1.1.2.3.5 Pump Outlet Pressure

The pump outlet pressure shall be measured in the discharge line on the

pump side of the flap valve in terms of pounds per square inch (psi) on a gauge. Pump outlet pressure shall be identified by the tag "outlet_psi".

3.1.1.2.4 Outfall Information (Open Water/Spill Barge Disposal)

The X and Y position of the terminal end of the outfall pipe shall be monitored continuously and the position reported as part of the work event string.

3.1.1.2.4.1 Discharge Horizontal Position

The horizontal position of the outfall end of the discharge pipe shall be obtained using a positioning system operating with a minimum accuracy level of 3-10 feet horizontal Circular Error Probable (CEP). It shall be reported as Latitude/Longitude WGS 84 in decimal degrees with West Longitude and South Latitude values being reported as negative. Position values shall be identified by the tags "outfall_latitude" and "outfall_longitude".

3.1.1.3 Dredge Events-State Event

There are two types of dredge event messages -- work event messages and state event messages. State event messages provide information about the current state of the dredge equipment or operations. They are created and sent only when a state changes. Since state events often cannot be collected in real time, state events are tagged with a date time stamp (referenced to Coordinated Universal Time [UTC]) that indicates when the state change happened relative to the work event message tag. This data is considered to be "true" until another state event tag of the same type is received. Each type of state event message shall be indicated by a specific header tag as enumerated in the following subparagraphs. State events can be transmitted along with work event message bundles directly by the contractor using the indicated format, or they can be entered on the "State" tab in the DQM-provided software. However, they should be sent only if the state value changes.

3.1.1.3.1 Message Time

The state event time is the date and time that the event starts. The leverman's time shall be entered to the nearest second as local time and automatically converted to and reported in UTC based on a 24-hour format (YYYY-MM-DD HH:MM:SS). Message time shall be identified by the tag "msg_time".

3.1.1.3.2 Contract Event

Information concerning the contract under which dredging is being performed shall be reported at the start and completion of each contract using the header tag "contract_event".

3.1.1.3.2.1 Contract Number

The USACE-assigned contract number for the project shall be reported using the tag "contract_number".

3.1.1.3.2.2 Contract Start and End

The start and end of a contract shall be reported using the tag "event_type" with the appropriate value of "start" or "end".

3.1.1.3.3 Tide Station/River Stage Gage Event

Properties associated with the vertical correction (see paragraph entitled "Vertical Correction") for the tide station/river stage gage shall be grouped together under the header tag "station_event". This information shall be sent at the start of the contract and each time the dredge has moved enough to change the station being used.

3.1.1.3.3.1 Station Name

The station name is a concise name defining the tide station/river stage gage begin referred to. It shall be introduced by the tag "station_name", and it shall consist of a descriptor of no more than 25 characters.

3.1.1.3.4 Length of Pipe Event

The leverman's estimate of the length of pipe downflow from the dredge pump, measured to the nearest whole foot, shall be reported under the header tag "pipe_length_event". This information shall be sent at the start of the contract and at the completion of each 24-hour period ending at midnight local time.

3.1.1.3.4.1 Floating Pipe

The total length of floating pipe shall be reported with the tag "length_floating".

3.1.1.3.4.2 Submerged Pipe

The total length of submerged pipe shall be reported with the tag "length_submerged".

3.1.1.3.4.3 Shore Pipe

The total length of shore pipe shall be reported with the tag "length_land".

3.1.1.3.5 Booster Pump Event

Information concerning the booster pumps being used shall be included under the header tag "booster_pump_event". A message shall be sent to indicate any change in the status of the booster pumps being used.

3.1.1.3.5.1 Number of Booster Pumps

Upon the addition or removal of a booster pump, the total number of booster pumps being used shall be reported with the tag "booster_total".

3.1.1.3.6 Dredge Advance

The dredge advance, the total forward progress of the dredge relative to the centerline of the cut, shall be measured to the nearest whole foot and cumulatively calculated over a 24-hour period from midnight to midnight local time. It shall be identified by the tag "advance_daily". The msg_time associated with this tag shall be reported as the first timestamp of the following 24-hour period (based on the local time) rather than as midnight of the day for which the value was calculated, and it shall be reported in Greenwich Mean Time (GMT).

3.1.1.3.7 Outfall Information

The X and Y position of the terminal end of the outfall pipe shall be monitored and sent at the start of the contract and thereafter according to the following table. Discharge Heading and Pipe Elevation may be omitted if the dredge is not discharging into an upland disposal site. For beach nourishment, the horizontal X and Y position of the outfall shall be sent at the start of the contract and at the completion of each 24-hour period ending at midnight local time.

Discharge Location	Horizontal Position	Discharge Pipe Elevation	Discharge Outfall Heading
Open Water	Continuous Work Event	N/A	N/A
Scow	Upon Change	N/A	N/A
Beach	Every 24 Hours	N/A	N/A
Upland	Upon Change	Upon Change	Upon Change

3.1.1.3.7.1 Discharge Location

Information on where the slurry is being discharged shall be reported with the tag "outfall_location". Acceptable values include "upland", "open water", "beach", and "scow".

3.1.1.3.7.2 Discharge Horizontal Position

The horizontal position of the outfall end of the discharge pipe shall be obtained using a positioning system operating with a minimum accuracy level of 3-10 feet horizontal Circular Error Probable (CEP). It shall be reported as Latitude/Longitude WGS 84 in decimal degrees with West Longitude and South Latitude values being reported as negative. Position values shall be identified by the tags "outfall_latitude" and "outfall_longitude".

3.1.1.3.7.3 Discharge Outfall Heading

The discharge outfall heading is the angle relative to true north measured from the centerline of the pipe in the direction of discharge. All headings shall be provided using industry-standard equipment. They shall be accurate to within 5 degrees and reported to the nearest whole degree with values from 000 (true north) to 359 degrees referenced to a clockwise positive direction convention. The discharge heading shall be identified by the tag "outfall_heading".

3.1.1.3.7.4 Discharge Pipe Elevation

The discharge pipe elevation is the height of the outfall measured in feet and tenths of a foot relative to the project datum. The required accuracy is contingent upon contract requirements. The tag "outfall_elevation" shall be used to identify this elevation.

3.1.1.3.8 Non-effective Work Event

Delays and dredge downtime shall be reported at the conclusion of the

event. The reason for the non-effective work time shall be submitted under the header tag "non_eff_event" within 24 hours of the event.

3.1.1.3.8.1 Non-effective Work Interval

The start and end times for the non-effective work event shall be reported using the tags "msg_start_time" and "msg_end_time".

3.1.1.3.8.2 Dredge Function Code

The dredge operator indication of production delays, as listed on MVN Form 4267, shall be transmitted at the end of the non-effective interval. Dredge function event messages shall be identified by the tag "function_code" and shall consist of one of the following standardized entries to indicate the operation:

AGV	Assisting Grounded Vessels
CCH	Change Cutterhead
CCSH	Clear Cutter Suction
CLPJ	Change Location Bar
COLL	Collision
CPPL	Clear Pump Pipeline
CPR	Change Impeller
DR	Dike Repair
FBD	Fire Boat Drills
HPL	Handling Pipe Line
HSL	Handling Swing Line
HSP	Handling Shore Pipe
LDNE	Loss Due to Natural Elements
LDPV	Loss Due to Passing Vessel
LNL	Transfer to New Location
MISC	Miscellaneous
MOB	Mobilization & Demobilization
MSC	Miscellaneous/Non-pay
OC	Out of Commission
OR	Operating Repairs
P	Preparation
PREP	Preparation & Making Up Tow
RPL	Repair Pipeline
SB	Sounding & Buoying
SBT	Stand-By Time as Directed
SH	Sundays-Holidays
TFS	Taking on Fuel & Supplies
TOW	Time on Tow
WAP	Waiting Attendant Plant

3.1.1.3.8.3 Additional Comments

The "comment" tag shall be used to provide additional explanation for the noted delays or downtimes. For example, when the code "LDPV" (Loss Due to Passing Vessel) is indicated, the name of the vessel and the number of tows shall be listed with the "comment" tag.

3.2 NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM SYSTEM REQUIREMENTS

The Contractor's DQM system shall be capable of collecting and transmitting information to the DQM system. The applicable parameters from paragraph entitled "Requirements for Reported Data" shall be recorded as events locally and continuously transmitted to the DQM database anytime an

Internet connection is available.

To accomplish this transmission, there are two options. The first option is to equip the vessel with a DQM computer system consisting of a computer, monitor, keyboard, mouse, data modem, Universal Power Supply (UPS), and network hub. The required system is outlined in paragraphs entitled "Option 1: Computer Requirements", "Software", and "UPS". The computer system shall be a standalone system, exclusive to the DQM monitoring system, and shall have USACE DQM software installed on it. If a hardware problem occurs, or if a part of the system is physically damaged, then the Contractor shall be responsible for repairing it within two business days of the determination of the condition or submitting a plan and timeline for repair if the repair will take more than two business days.

The second option is to send data directly to DQM's web endpoint as outlined in paragraph entitled "Option 2: Direct Data Transmissions to the DQM Web Service".

3.2.1 Option 1: Computer Requirements

The Contractor shall provide a dedicated onboard computer for use by the Dredging Quality Management system. This computer shall run the USACE DQM software and receive data from the Contractor's data-reporting interface. This computer must meet or exceed the following performance specifications:

CPU	Intel or AMD processor with a (non-overclocked) clock speed of at least 1.6 gigahertz (GHz)
Hard drive	250 gigabytes (GB); internal
RAM	4 gigabytes (GB)
Ethernet adapter	Internal network card with a RJ-45 connector
Ports	1 free serial port with standard 9-pin connectors; 1 free USB port
Other hardware	Keyboard, mouse, monitor

The Contractor shall install a fully licensed copy of Windows 10 (or higher) Professional Operating System on the computer specified above. The Contractor shall also install any necessary manufacturer-provided drivers for the installed hardware.

This computer shall be located and oriented to allow data entry and data viewing as well as to provide access to data ports for connection of external hardware.

3.2.2 Software

The DQM computer's primary function is to transmit data to the DQM shoreside database. No other software which conflicts with this function shall be installed on it. The DQM computer shall also have the USACE-provided Dredging Quality Management Onboard Software (DQMOBS) installed on it by DQM personnel.

3.2.3 UPS

The Contractor shall supply an Uninterruptible Power Supply (UPS) for the

computer and networking equipment. It shall interface with the DQM computer to communicate UPS status, and it shall provide backup power at 1 kVA for a minimum of 10 minutes. The Contractor shall ensure that sufficient power outlets are available to run all specified equipment.

3.2.4 Option 2: Direct Data Transmissions to the DQM Web Service

A web service shall be used to report sensor data to the DQM database. Data shall be transmitted as it is collected in real time and pushed to the DQM web service. If the web service is not available or returns an error message, the data shall be stored in a queue and transmitted upon re-establishment of the connection, starting with the oldest data in the queue and continuing until real-time transmission is restored.

Contact dqm-support@usace.army.mil to obtain the web service URL and the appropriate key credentials and communication protocol.

If this option is chosen, a display of the raw data being transmitted to DQM must be easily accessible and visible onboard the dredge.

3.2.5 Internet Access

The Contractor shall maintain an Internet connection capable of transmitting real-time data to the DQM server as well as enough additional bandwidth to clear historically queued data when a connection is re-established. If connectivity is lost, unsent data shall be queued and transmitted upon restoration of connectivity. Delays in pushing real-time data to the DQM database should not exceed four hours. Exceptions to these requirements may be granted by the DQM Support Center on a case-by-case basis with consideration for contract-specific requirements, site-specific conditions, and extreme weather events.

The Contractor shall acquire and install all necessary hardware and software to make the Internet connection available for data transmission to the DQM web service. The hardware and software shall be configured to allow the DQM Support Center remote access to this computer. The telemetry system shall be capable of meeting these minimum reporting requirements in all operating conditions.

In areas with poor cellular service and at the local District's discretion, it may be required to manually download the data on a daily basis using the protocol for retrieving and submitting backup files provided by the DQM Support Center. This method of data transmission should be used only if Internet connectivity is unavailable at the dredging site, and it should be considered a temporary measure.

3.2.6 Data Routing Requirements

Onboard sensors continually monitor dredge conditions, operations, and efficiency and route this information to the shipboard dredge-specific system (DSS) computer to assist in guiding dredge operations. nPortions of this Contractor-collected information, as described in this specification, shall be routed to the DQM computer on a real-time basis, utilizing one of the two options outlined in paragraphs outlined earlier in this section. If the serial transmission option is used, sensor data shall be sent to the DQM computer via an RS-232 serial interface with a baud rate of 9600 or 19200 bps. The serial interface shall be configured as 8 bits, no parity, and no flow control.

Information regarding changes in the state of the dredge shall be digitally logged and transmitted as close to the time of the occurrence as possible. These events can be included in a separate message bundle transmitted to DQM, entered on the "State" tab in the DQM Pipeline Software, or entered online in the DQM State Data Tool.

3.3 DREDGE MONITORING DATA

3.3.1 General

Onboard sensors continuously collect dredging data in support of the dredge Contractor's operations. Portions of this Contractor-collected information, as described in this specification, and calculations based on them shall be stored and transmitted to the DQM database on a near real-time basis. Additionally, information regarding the state of the dredge shall be digitally logged and transmitted.

3.3.2 Data Measurement Frequency

The frequency of data transmission is dependent on the type of message being sent. Work Event messages contain data that are instantaneously collected or calculated from sensors and are logged as a series of events. State event messages are activated by a change in the dredge state.

3.3.2.1 Work Event Messages

Data shall be logged as a series of events. Each event shall consist of a dataset containing dredge information (as defined in paragraph entitled "Requirements for Reported Data"). Each set of measurements (for example, time and position) shall be considered an event, and there shall be a 6-12 second interval between work events. This interval shall remain consistent across event types for the dredge plant.

A standard data string shall be recorded within one second of an event trigger with the time stamp and all parameters reflecting when the event happened.

3.3.2.2 State Event Messages

A set of descriptive information (event name, time, description, comment) shall be considered a state event. These events shall be recorded within 24 hours of a change in state with the time stamp reflecting when the event happened.

3.3.3 Parameter Transmission to the Web Service

The data shall be formatted as JSON (JavaScript Object Notation, as defined at http://www.json.org) strings of arbitrary length. These JSON strings represent a hierarchical data structure consisting of a message bundle which may contain 0-3 automatic data messages and any number of manual data messages.

A tag/parameter is reported only when it contains a value. No "Null" value strings shall be included in a message bundle.

```
**************************
Message bundle
**************************
```

```
{
  "DQM_Data": {
   "plant_identifier":          <integer value 0000-9999>,
   "transmission_time":         <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
    "messages": [
      {
        "work_event": {
        "msg_time":              <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
          "vert_correction":     <floating point 100th decimal place>,
          "ch_latitude":         <decimal to 6 decimal places>,
          "ch_longitude":        <decimal to 6 decimal places>,
          "ch_depth":            <floating point 100th decimal place>,
          "ch_heading":          <integer value 000-359>,
          "slurry_velocity":     <floating point 100th decimal place>,
          "slurry_density":      <floating point 100th decimal place>,
          "pump_rpm":            <integer>,
          "vacuum":              <floating point 100th decimal place>,
          "outlet_psi":          <floating point 100th decimal place>,
          "comment":             <string>},
      }
      },
      {
        "contract_event": {
          "msg_time":            <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
          "contract_number":     <string>,
          "event_type":          <string - "start" or "end">,
          "comment":             <string>
      }
      },
      {
        "station_event": {
          "msg_time":            <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
          "station_name":        <string>,
          "comment":             <string>
      }
      },
      {
        "pipe_length_event": {
          "msg_time":            <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
          "length_floating":     <integer>,
          "length_submerged":    <integer>,
          "length_land":         <integer>,
          "comment":             <string>
      }
      },
      {
        "booster_pump_event": {
          "msg_time":            <24-hour UTC time YYYY-MM-DDHH:MM:SS>,
          "booster_total":       <integer>,
          "comment":             <string>
      }
      },
      {
        "advance_Event": {
          "msg_time":            <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
          "advance_daily":       <integer>,
          "comment":             <string>
      }
      },
```

```
            {
              "outfall_position": {
                "msg_time":          <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
                "outfall_location":  <string-"upland", "beach", "scow", "open
      water">
                "outfall_latitude":  <decimal to 6 decimal places>,
                "outfall_longitude": <decimal to 6 decimal places>,
                "outfall_heading":   <integer value 000-359>,
                "outfall_elevation": <floating point 10th decimal place>,
                "comment":           <string>
              }
            },
            {
              "non_eff_event": {
                "msg_start_time":    <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
                "msg_end_time":      <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
                "function_code":     <string - 1 to 4 characters>,
                "comment":           <string>

              }
            }
          ]
        }
      }
```

3.3.4 Contractor Data Backup

The Contractor shall maintain an archive of all data sent to the DQM computer during the dredging contract. The COR may require, at no increase in the contract price, that the Contractor provide a copy of these data covering specified time periods. The data shall be provided in the same JSON format as would have been transmitted to the DQM computer. There shall be no line breaks between the parameters, and each record string shall be on separate line. The naming convention for the files shall be <*dredgename*>_<*StartYYYYMMddhhmmss*>_<*EndYYYYMMddhhmmss*>.txt. Data submission shall be via a storage medium acceptable to the COR.

At the end of the dredging contact, the Contractor shall call the DQM Support Center prior to discarding the data. The DQM Support Center will verify that all data has been received and appropriately archived before giving the Contractor discard permission. The Contractor shall record the following information in a separate section at the end of the dredge's onboard copy of the DPIP:

- Person who called the DQM Support Center
- Date of the call
- DQM representative who gave permission to discard the data

3.4 PERFORMANCE REQUIREMENTS

The Contractor's National Dredging Quality Management Program's data transmission shall be fully operational at the start of dredging operations. To meet contract requirements for operability, the Contractor's system shall provide an accurate data string return and be compliant with hardware requirements. Data string return is defined as the number of quality records within an event or state tag sent by the contractor's system to the DQM database. Quality data strings are considered to be those providing accurate values for all parameters reported when operating according to the specification. Repairs necessary to restore data return

compliance shall be made within two business days, or a plan and timeline for repair shall be submitted to the DQM Data Acquisition and Analysis Team if the repair will take more than two business days. Failure by the Contractor to report quality data within the specified time window for dredge measurements as stated in the specifications (see paragraphs entitled "Internet Access", "Data Measurement Frequency" and "Parameter Transmission to the Web Service") will result in withholding of up to 10% of the contract progress payment per FAR clause 52.232-5.

3.5 LIST OF ITEMS PROVIDED BY THE CONTRACTOR

DPIP	https://dqm.usace.army.mil
DQM System	Paragraph entitled "National Dredging Quality Management Program System Requirements"
Dredge Data	Paragraph entitled "Dredging Monitoring Data"

-- End of Section --

"General Decision Number: LA20260007 05/18/2026

State: Louisiana

Construction Types: Heavy

Counties: Louisiana Counties of
Acadia, Allen, Ascension, Assumption,
Avoyelles, Beauregard, Bienville,
Bossier, Caddo, Calcasieu, Caldwell,
Cameron, Catahoula, Claiborne,
Concordia, De Soto, East Baton Rouge,
East Carroll, East Feliciana,
Evangeline, Franklin, Grant, Iberia,
Iberville, Jackson, Jefferson, Jefferson
Davis, La Salle, Lafayette, Lafourche,
Lincoln, Livingston, Madison, Morehouse,
Natchitoches, Orleans, Ouachita,
Plaquemines, Pointe Coupee, Rapides, Red
River, Richland, Sabine, St Bernard, St
Charles, St Helena, St James, St John
the Baptist, St Landry, St Martin, St
Mary, St Tammany, Tangipahoa, Tensas,
Terrebonne, Union, Vermilion, Vernon,
Washington, Webster, West Baton Rouge,
West Carroll, West Feliciana and Winn

Dredging projects along the Gulf Coast Area including the Mississippi River and its tributaries to the Ohio River

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SULA1994-001 04/01/1994

	Rates	Fringes
WELDER (DREDGE UNDER 16"")	$ 16.85	0.00
WELDER (DREDGE 16"" AND OVER)	$ 16.85	0.00
TRUCK DRIVER (DREDGE 16"" AND OVER)	$ 16.85	0.00
THIRD ASSISTANT ENGINEER (DREDGE 16"" AND OVER)	$ 16.85	0.00
SHOREMAN (DREDGE 16"" AND OVER)	$ 16.85	0.00
SELF-PROPELLED HOPPER DREDGE, DRAG TENDER	$ 22.55	8.02

SECOND COOK (HYDRAULIC DREDGING).....$ 16.85 0.00
SECOND ASSISTANT ENGINEER (DREDGE 16"" AND OVER).....$ 16.85 0.00
OILER (DREDGE UNDER 16"").....$ 16.85 0.00
OILER (DREDGE 16"" AND OVER).....$ 16.85 0.00
MARSH BUGGY DRAGLINE, OPERATOR.....$ 16.85 0.00
MARSH BUGGY DRAGLINE, OILER.....$ 16.85 0.00
LEVERMAN (DREDGE UNDER 16"").....$ 16.85 0.00
LEVERMAN (DREDGE 16"" AND OVER).....$ 16.85 0.00
JANITOR, CABIN PERSON (HYDRAULIC DREDGING).....$ 16.85 0.00
HANDYMAN (HYDRAULIC DREDGING).....$ 16.85 0.00
FIRST COOK (HYDRAULIC DREDGING).....$ 16.85 0.00
FIRST ASSISTANT ENGINEER (DREDGE 16"" AND OVER).....$ 16.85 0.00
FIREMAN (DREDGE 16"" AND OVER).....$ 16.85 0.00
DREDGE TENDER OPERATOR (DREDGE UNDER 16"").....$ 16.85 0.00
DREDGE TENDER OPERATOR (DREDGE 16"" AND OVER).....$ 16.85 0.00
DOZER OPERATOR.....$ 16.85 0.00
DERRICK OPERATOR.....$ 16.85 0.00
DECKHAND (DREDGE UNDER 16"").....$ 16.85 0.00
DECKHAND (DREDGE 16"" AND OVER).....$ 16.85 0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
==========
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject
to the Davis-Bacon Act that were awarded on or between January 1,
2015 and January 29, 2022, and that have not been renewed or
extended on or after January 30, 2022. Executive Order 13658 does
not apply to contracts subject only to the Davis-Bacon Related Acts
regardless of when they were awarded. If a contract is subject to

Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU , UAVG , SA , or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a

weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can

be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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