IFB NO. W912P825B0005

US Army Corps
of Engineers ®
New Orleans District

Mississippi River, Baton Rouge to the Gulf

Southwest Pass Maintenance Dredging,

Non-Continuous Mile 6.0 AHP to Mile 19.5 BHP, Cutterhead Dredge No. 3-2025

Plaquemines Parish, Louisiana

OM25277

Construction Solicitation

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

REPLY TO
ATTENTION OF

SOLICITATION: W912P825B0005

FOR: Southwest Pass Maintenance Dredging, Non-Continuous Mile 6.0 AHP to Mile 19.5 BHP, Cutterhead Dredge No. 3-2025 (OM25277)

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 cutterhead dredge, with a dredge discharge size of 30 inches or greater inside diameter (ID), complete in all respects, including all attendant plant, and crew. Work will be performed at the Mississippi River Southwest Pass Area 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:

Cori A. Caimi

AND/OR

Bambi Raja

CONTRACT SPECIALISTS

U.S. ARMY CORPS OF ENGINEERS, NEW ORLEANS DISTRICT

E-MAILS: Cori.A.Caimi@USACE.ARMY.MIL

PHONE: (504) 862-1352

AND/OR

Bambi.L.Raja@usace.army.mil

PHONE: (504) 862-1499

COLLECT CALLS NOT ACCEPTED

NOTE: FOR THE MOST PROMPT REPSONSE, PLEASE SEND ALL QUESTIONS VIA

E-MAIL

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	W912P825B0005	☒ SEALED BID *(IFB)* ☐ NEGOTIATED *(RFP)*	2/4/2025	1 2

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

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

7. ISSUED BY CODE	8. ADDRESS OFFER TO
U.S. Army Engineer District, New Orleans 7400 Leake Ave. New Orleans, LA 70118-3651	U.S. Army Engineer District, New Orleans Attn: CEMVN-CT-E 7400 Leake Ave., Room 172 New Orleans, LA 70118

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	CORI A. CAIMI	(504) 862-1352

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)*

Mississippi River, Baton Rouge to Gulf of Mexico, Southwest Pass Maintenance Dredging, Non-Continuous Mile 6.0 AHP to Mile 19.5 BHP, Cutterhead Dredge No. 3-2025 Specification No. OM25277

This is an Unrestricted Procurement

*This Solicitation will be opened by Amendment.

Magnitude of Construction: Between $10,000,000 and $25,000,000.

The work consists of furnishing one fully crewed and equipped cutterhead dredge, with a dredge discharge size of 30 inches or greater inside diameter (ID), complete in all respects, including all attendant plant, and crew. Work will be performed at the Mississippi River Southwest Pass Area and possibly in other areas of the New Orleans District

11. The contractor shall begin performance within 2 calendar days and complete it within 52 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** Paragraph 00010 ***).***

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
☒ YES ☐ NO	1(one)

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 10:30am ***(hour)*** local time * (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 ☒ 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 26	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY USACE, New Orleans Area Office 7400 Leake Avenue New Orleans, LA 70118		27. PAYMENT WILL BE MADE BY US ARMY CORPS OF ENGR FINANCE CENTER 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005

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

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SECTION 00010

BID SCHEDULE

PART 1 GENERAL

1.1 BIDDING SCHEDULE

SECTION 00010 - BIDDING SCHEDULE

MISSISSIPPI RIVER, BATON ROUGE TO GULF OF MEXICO,
SOUTHWEST PASS MAINTENANCE DREDGING NON-CONTINUOUS
MILE 6.0 AHP TO MILE 19.5 BHP
CUTTERHEAD DREDGE NO. 3-2025
PLAQUEMINES PARISH, LOUISIANA
SOLICITATION NO. W912P825B0005

30 INCHES 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	700	HOUR		
Option 0003	OPTION DREDGING	700	HOUR	XXXXXXXXX	
0004	DREDGE TOWING SERVICE	25	MILE		
Option 0005	OPTION DREDGE TOWING SERVICE	25	MILE	XXXXXXXXX	
Option 0006	BIRD NESTING PREVENTION AND AVOIDANCE MEASURES	70	DAY		
				Bid Lot TOTAL:	

*SEE BID FORM NOTES

1.1.1 Bid Form Notes

a. Bidders shall bid on all items including optional items (see "Rejection of Individual Bids" FAR 14.404-2). 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 Option Item No. 0003 total price and Item No. 0004 unit price to compute Option Item No. 0005 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 14.404-2).

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 two (2) days after issuance of the NTP, the Contractor shall initiate a meeting to discuss the submittal process with the Administrative Contracting Officer or his 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. RAPID VENDOR PAYMENT: See the following web based instructions for the submission of invoices: www.mvn.usace.army.mil/BusinessWithUs/Contracting/RapidVendorPayment.aspx.

f. "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.

h. As per FAR 9.104-2, special standards of responsibility have been established for this acquisition. A pre-award survey will be required. Before award, the apparent low bidder shall provide documentation to satisfy the following definitive responsibility criteria. An apparent low bidder who is not able to meet the following definitive responsibility criteria will be deemed to lack responsibility and will be ineligible for award:

1. Bidders shall furnish in their bid package a completed "Cutterhead Dredge and Attendant Plant Data Sheet" (see Section 35 20 23.23 - Hydraulic Dredging). If the apparent low bidder fails to furnish the intended dredge's "Cutterhead Dredge and Attendant Plant Data Sheet" 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 a copy. If the apparent low bidder fails to furnish the intended dredge's "Cutterhead Dredge and Attendant Plant Data Sheet" to the Contracting Officer within the allotted time, the respective bidder will be declared

non-responsible and the next apparent low bidder will be evaluated as stated in the paragraphs below.

2. Upon receipt of the apparent low bidder's completed "Cutterhead Dredge and Attendant Plant Data Sheet" for the dredge plant that is intended 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".

a) If, after review, the Government determines that the dredge on the "Cutterhead Dredge and Attendant Plant Data Sheet" does satisfy the equipment requirements as stated in Section 35 20 23.23, paragraph entitled "Size and Equipment of Dredge Plant", the Government will proceed with award of the contract to the apparent low bidder, provided all other requirements for award have been satisfied.

b) If, after review, the Government determines that the dredge on the "Cutterhead Dredge and Attendant Plant Data Sheet" does not satisfy the equipment requirements as stated in Section 35 20 23.23, paragraph entitled "Size and Equipment of Dredge Plant", 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 the otherwise responsive, apparent low bidder, has submitted a "Cutterhead Dredge and Attendant Plant Data Sheet" that does satisfy the equipment requirements as stated in Section 35 20 23.23, paragraph entitled "Size and Equipment of Dredge Plant".

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(s) in each bid lot. The production rates shown in the chart in 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 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, "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 "Safety and Occupational Health Requirements", 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 15 calendar days after issuance of the Notice to Proceed.

APPROXIMATE CUTTERHEAD DREDGE CONTRACT DURATION

Dredge Discharge Size (ID, Inches)	Submerged Pump	Approximate Number of Contract Days for Item 0002	Approximate Number of Contract Days for Option Item 0003
30 or greater	Yes	52	52

The time required for completion of the contract shall be established as the number of calendar days listed in 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 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)] x (calendar days listed in column "Approximate Number of Contract Days for Option Item 0003" for the 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 commence dredging no later than 15 calendar days after issuance of the Notice to Proceed.

1.5 BIDDER QUALIFICATIONS

a. 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, by certifying that its dredge meets the appropriate production rate for the dredging region, as listed in the table in paragraph entitled "Minimum Production Rate Requirements" located in the Dredging Region Section(s). The dredge must have performed at, or above, the listed production rate for at least 85 percent of the total contract duration, on any contracts that are used to prove plant capability, 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.

b. 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). The bidder must also show that the dredge and attendant plant are not already obligated for the performance of other work which would delay commencement, performance, and completion of the solicited work, and must show that delivery of the dredge and attendant plant to the site of work can be made within the time allowed in the specifications.

c. Bidders must register in the System for Award Management (SAM) database in accordance with FAR 52.204-7-OCT 2018.

1.6 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 if the projected contract award date is less than five calendar days after the bid opening date. 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.

1.7 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 3 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 (3) 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 reverse)*	DATE BOND EXECUTED *(Must not be later than bid opening date)*	**OMB Control Number: 9000-0045** **Expiration Date: 8/31/2025**

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 9000-0045. 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 (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

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) & 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 & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		

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STANDARD FORM 24 (REV. 8/2016)
Prescribed by GSA - FAR (48 CFR) 53.228(a)

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) *(Typed)*	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT ($)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & 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."

Section 00100 - Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-22	Alternative Line Item Proposal	JAN 2017
52.207-1	Notice Of Standard Competition	MAY 2006
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	DEC 2016
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991

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52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed $5.5 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it--

(1) Has [ ] filed all Federal tax returns required during the three years preceding the certification;

(2) Has not [ ] been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not [ ], more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

(End of provision)

52.228-1 BID GUARANTEE (SEP 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%) twentypercent 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 provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Veronica Garner-Flint, Contracting Officer, U.S. Army Corps of Engineers, ATTN: CEMVN-CTE, 7400 Leake Avenue, New Orleans, LA 70118-3651.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, 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. Charles Freeman, New Orleans Area Office
Address: 7400 Leake Avenue, New Orleans, LA 70118-3651
Telephone: 504-862-1554:

(End of provision)

52.252-1 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):

www.acquisition.gov

(End of provision)

252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)

(a) Definitions.

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at https://www.acq.osd.mil/asda/dpc/cp/cyber/docs/safeguarding/NIST-SP-800-171-Assessment-Methodology-Version-1.2.1-6.24.2020.pdf.

(c) Procedures.

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (https://www.sprs.csd.disa.mil/) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to webptsmh@navy.mil for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will achieved
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, i.e., medium or high.

(vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf.

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

252.215-7008 ONLY ONE OFFER (DEC 2022)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to--

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

U.S. Department of Labor Wage and Hour Division
Washington, D.C. 20210

Response to SF-308 Request for
Davis-Bacon Project Wage Determination

Project Wage Decision Number: **2024-LA-28235 308 11-05-2024**

State: Louisiana

County: Plaquemines Parish, Louisiana

Construction Type: Dredging

Agency: U.S. Army Corps of Engineers

Contract Number: W912P825B0005

Project Name: Southwest Pass Hopper Dredges

Description of Work (as clarified):

The work consists of furnishing one fully crewed and equipped cutterhead dredge, with a dredge discharge size of 30 inches or greater inside diameter (ID), complete in all respects, including all attendant plant, and crew. The work will be performed at the Mississippi River Southwest Pass Area and possibly in other areas of the New Orleans District.

Date of Decision: 11/05/2024
Expires: 05/05/2025

Modification Number: N/A

Classification	Hourly Rate	Fringe Benefits
Derrick Operator	$17.75	$0.00
Dozer Operator	$17.75	$0.00
Dredge 16" "and Over		
Deckhand	$17.75	$0.00
Dredge Tender Operator	$17.75	$0.00
Fireman	$17.75	$0.00
First Assistant Engineer	$17.75	$0.00

Leverman	$17.75	$0.00
Oiler	$17.75	$0.00
Second Assistant Engineer	$17.75	$0.00
Shoreman	$17.75	$0.00
Third Assistant Engineer	$17.75	$0.00
Truck Driver	$17.75	$0.00
Dredge Under 16” “		
Deckhand	$17.75	$0.00
Dredge Tender Operator	$17.75	$0.00
Leverman	$17.75	$0.00
Oiler	$17.75	$0.00
Hydraulic Dredging		
First Cook	$17.75	$0.00
Handyman	$17.75	$0.00
Janitor, Cabin Person	$17.75	$0.00
Second Cook	$17.75	$0.00
Marsh Buggy, Dragline, Oiler.	$17.75	$0.00
Marsh Buggy, Dragline, Operator	$17.75	$0.00
Self-Propelled Hopper Dredge, Drag		
Tender	$17.75	$0.00

This wage determination is specifically for the project listed above. It cannot be used for any other purpose including contracts and or project.

The request for a Welder cannot be approved because the work of a welder is considered to be incidental to the craft for which welding is performed (i.e. ironworker, heavy equipment mechanic, etc.). Welders must receive the wage rate that prevails for the craft to which welding is incidental.

Further, in the event the above referenced contract is subject to Executive Order (EO) 14026 and the approved conformed hourly wage rate (not including any fringe benefits) is less than the EO minimum wage, you are required to comply with the minimum wage requirements of EO 14026, codified at 29 CFR Part 10. Please note that this EO 14026 applies to contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). See https://www.dol.gov/agencies/whd/government-contracts/eo14026 for additional information regarding EO 14026, including coverage and minimum wage requirements.

If you have any questions and or additional comments, please do not hesitate to contact me at thomas.rhontia@dol.gov.

Approved by:

Timothy C. Holmes

For
RhonTia Thomas-Johnson
Chief
Branch of Construction Wage Determinations
202-693-0087
Thomas.rhontia@dol.gov

U.S. Army Corps of Engineers, New Orleans District
Current Small Business Program Target Percentages
FY2024

	SUBCONTRACTING
Small Business (SB)	41.00%
Small Disadvantaged Business (SDB)	25.00%
Women-Owned Small Business (WOSB/EDWOSB)	6.60%
HUBZone Small Business (HUBZone)	6.15%
Service-Disabled Veteran Small Business (SDVOSB)	3.6%

NOTE: The above figures are subject to change. Contact the New Orleans District Small Business Office for further information.

Section 00600 - Reps and Certs

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 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 of 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 offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (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 subparagraphs (a)(1) through (a)(3) of this provison _____ (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) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

(End of Provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered 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" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [___] will, [___] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [___] does, [___] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

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

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

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

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

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) Representations.

(1) The Offeror represents that it [___] does, [___] does not provide covered 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.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [___] does, [___] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

division or business segment; and similar positions).

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION (NOV 2021)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

____ (1) The Offeror certifies that--

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to

Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

____ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless--

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has--

(i) Waived application under U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the Offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the Offeror, and who are expected to undertake activities on behalf of the Offeror for any resulting contract, are presently in compliance with all applicable post-employment restrictions, including those contained in 18 U.S.C. 207, 41 U.S.C. 2101-2107, 5 CFR part 2641, section 1045 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), and Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2024)

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

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

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

__ (i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

____ Use with Alternate I.

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

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

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

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

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

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

FAR/DFARS provision No.	Title	Date	Change

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

(End of provision)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

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

Controlled technical information, covered contractor information system, covered defense information, cyber incident, information system, and technical information are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012 shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))--

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, ``Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations'' (see http://dx.doi.org/10.6028/NIST.SP.800-171) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered defense telecommunications equipment or services".

(c) Representation. The Offeror represents that it [ ] does, [ ] 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.

(End of provision)

252.204-7017 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)

252.226-7002 REPRESENTATION FOR DEMONSTRATION PROJECT FOR CONTRACTORS EMPLOYING PERSONS WITH DISABILITIES (DEC 2019)

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

Eligible contractor means a business entity operated on a for-profit or nonprofit basis that--

(1) Employs severely disabled individuals at a rate that averages not less than 33 percent of its total workforce over the 12-month period prior to issuance of the solicitation;

(2) Pays not less than the minimum wage prescribed pursuant to 29 U.S.C. 206 to the employees who are severely disabled individuals; and

(3) Provides, for its employees, health insurance and a retirement plan comparable to those provided for employees by business entities of similar size in its industrial sector or geographic region.

Severely disabled individual means an individual with a disability (as defined in 42 U.S.C. 12102) who has a severe physical or mental impairment that seriously limits one or more functional capacities.

(b) Demonstration Project. This solicitation is issued pursuant to the Demonstration Project for Contractors Employing Persons with Disabilities. The purpose of the Demonstration Project is to provide defense contracting opportunities for entities that employ severely disabled individuals. To be eligible for award, an offeror must be an eligible contractor as defined in paragraph (a) of this provision.

(c) Representation. The offeror represents that it [] is [] is not an eligible contractor as defined in paragraph (a) of this provision.

(End of provision)

252.232-7016 NOTICE OF PROGRESS PAYMENTS OR PERFORMANCE-BASED PAYMENTS (APR 2020)

(a) The need for customary progress payments in accordance with subpart 32.5 of the Federal Acquisition Regulation (FAR) or performance-based payments in accordance with FAR subpart 32.10 will not be considered as a handicap or adverse factor in the award of the contract.

(b) This solicitation includes a FAR and Defense Federal Acquisition Regulation Supplement (DFARS) clause for performance-based payments and a FAR clause for progress payments. The resultant contract will include either performance-based payments or progress payments, not both, except as may be authorized on separate orders subject to FAR 32.1003(c).

(1) The performance-based payments clauses will be included in the contract if--

(i) The Offeror has provided positive representation in response to DFARS 252.232-7015, Performance-Based Payments--Representation;

(ii) The Offeror proposes a performance-based payment arrangement in accordance with FAR 52.232-28, Invitation to Propose Performance-Based Payments, including proposed events and timing, event completion criteria, event values, and expected expenditure profile; and

(iii) The Offeror and the Government reach agreement on all aspects of the arrangement.

(2) If performance-based payments clauses are not included in the resultant contract, the progress payments clause included in this solicitation will be included in any resultant contract, modified or altered if necessary in accordance with FAR 52.232-16 and its Alternate I. Even though the progress payments clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.201-1	Acquisition 360: Voluntary Survey	SEP 2023
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-14	Display of Hotline Poster(s)	NOV 2021
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities	DEC 2023
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.214-26	Audit and Records--Sealed Bidding	JUN 2020
52.214-27	Price Reduction for Defective Certified Cost or Pricing Data - Modifications - Sealed Bidding	JUN 2020
52.214-28	Subcontractor Certified Cost Or Pricing Data--Modifications--Sealed Bidding	JUN 2020
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2022
52.219-8	Utilization of Small Business Concerns	FEB 2024
52.219-9	Small Business Subcontracting Plan	SEP 2023
52.219-14	Limitations On Subcontracting	OCT 2022
52.219-33	Nonmanufacturer Rule	SEP 2021
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	JUL 2021
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988

52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-1	Biobased Product Certification	MAY 2024
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts.	MAY 2024
52.223-3	Hazardous Material Identification And Material Safety Data	FEB 2021
52.223-4	Recovered Material Certification	MAY 2008
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024
52.223-7	Notice of Radioactive Materials	JAN 1997
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	MAY 2008
52.223-10	Waste Reduction Program	MAY 2024
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	MAY 2024
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	MAY 2024
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.223-20	Aerosols	MAY 2024
52.223-21	Foams	MAY 2024
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals -- Representation.	DEC 2016
52.223-23	Sustainable Products and Services.	MAY 2024
52.227-1	Authorization and Consent	JUN 2020
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Individual Surety--Pledge of Assets	FEB 2021
52.228-12	Prospective Subcontractor Requests for Bonds	DEC 2022
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds--Construction	JUN 2020
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-11	Tax on Certain Foreign Procurements--Notice and Representation	JUN 2020
52.229-12	Tax on Certain Foreign Procurements	FEB 2021
52.232-16	Progress Payments	NOV 2021
52.232-23	Assignment Of Claims	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023

52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-15	Stop-Work Order	AUG 1989
52.243-7	Notification Of Changes	JAN 2017
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	OCT 2020
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	MAY 2024
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 15 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 00010-1.4 of the bidding schedule. The time stated for completion shall include final cleanup of the premises.

(End of clause)

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

52.211-18 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.

52.217-5 EVALUATION OF OPTIONS (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).

(End of provision)

52.217-7 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 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

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply 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, 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. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify

only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: https://www.e-Verify.gov.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for—

(i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,500; and

(3) Includes work performed in the United States.

(End of clause)

52.232-5 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 of 1940 (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 subparagraph (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)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the

Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g.,

52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph
(e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports—

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a “second-tier subcontractor”) a written notice in accordance with 40 U.S.C. 3133, asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least (20%) twenty percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

52.236-16 QUANTITY SURVEYS (APR 1984) - ALTERNATE I (APR 1984)

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(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) 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 of progress payments. The

Contractor shall retain copies of all such material furnished to the Contracting Officer.

(End of clause)

52.236-17 LAYOUT OF WORK (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 the replacement from any amounts due or to become due to the Contractor.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-4 CHANGES (JUN 2007)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished property or services; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

252.236-7002 OBSTRUCTION OF NAVIGABLE WATERWAYS. (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.).

252.236-7004 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%) Sixty percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining (40%) forty 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.

Note 1: The term "lump sum" is synonymous with the unit of measure "job",
as stated on the bid schedule and throughout the specifications.
Note 2: This clause applies to payment for Item "Mobilization and
Demobilization".

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SECTION 00800

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 no later than 15 calendar days after issuance of the Notice to Proceed. For bidding purposes, the delivery site will be Mississippi River, Southwest Pass, Mile 10.0 Below Head of Passes (BHP); 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 dredging 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 00010. 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 "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 00010, paragraph entitled "Conditions of Contract Award". If all specified 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: 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(d)(2)(i)(b), 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 Transition Command Employment Index: https://wtc.army.mil/modules/employers/index.html

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

(End of special contract requirement)

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PART 3 EXECUTION (Not Used)

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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 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 office 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 4 feet by 6 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 facilities 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.

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) clause located in Section 00700 - Contract Clauses. 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 00800, 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 shall include the project title, contract number and Contractor;

b. A Dredging Summary sheet that shall include 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 shall include what each dredge dredged by date and the credited and gross yardage in each dredging region, and gross yardage per each disposal location;

c. A Utility Summary Sheet that shall list 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 or 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 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) Contract number, Contractor and dredge name.

(2) Dates dredged.

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

(4) Disposal locations used, including gross yardage and acreage placed by site.

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

(6) Period of disposal placement for each disposal site utilized.

(7) Dredge discharge pipeline locations, including the types of pipeline used and maximum lengths of discharge pipe used at each location.

(8) Access corridors utilized, including channel station and State

Plane X and Y coordinates for entry points over rock dikes, canals, utility crossings, and constructed flotation channels.

(9) Vertical control utilized including any applicable conversions.

(10) Plan plot of required disposal area surveys.

(11) 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.

(12) Channel markers, buoys, daymarkers, etc. surveyed during required preliminary survey efforts.

(13) 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 & 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 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 --this 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 --

Dredging Region: _____ Date submitted: _____

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 of Utility	Type of Utility	Is utility line properly marked (yes/no)? 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)

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SECTION 01 33 00

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PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

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 Preconstruction Submittals

Accident Prevention Program
Environmental Protection Plan
Bird Nesting Prevention Plan
Calibration of Fathometer
Calibration of Horizontal Positioning Equipment
Pump Curve(s)
Plant Data Sheet
Plan of Operations for Utility Crossings
Letter of National Dredging Quality Management Program Certification

1.4.2 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).

1.4.3 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) in Section 00100 - Instructions to Bidders. 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 return the completed submittal register to the Contracting Officer within 5 calendar days after issuance of 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 "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 --

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.

SUBMITTAL REGISTER

(ER 415-1-10)

CONTRACT NO.

TITLE AND LOCATION: Mississippi River Southwest Pass Cutterhead Dredge No. 3-2025

CONTRACTOR

SPECIFICATION SECTION

ACTIVITY NO a.	TRANSMITTAL NO b.	ITEM NO c.	SPECIFICATION SECTION NUMBER d.	DESCRIPTION OF ITEM SUBMITTED e.	TYPE OF SUBMITTAL: DATA f.	DRAWINGS g.	INSTRUCTIONS h.	SCHEDULES i.	STATEMENTS j.	REPORTS k.	CERTIFICATES l.	SAMPLES m.	RECORDS n.	O&M MANUALS o.	CLASSIFICATION: INFORMATION ONLY p.	GOVERNMENT APPROVED q.	REVIEWER r.	CONTRACTOR SCHEDULE DATES: SUBMIT s.	APPROVAL NEEDED BY t.	MATERIAL NEEDED BY u.	CONTRACTOR ACTION: CODE v.	DATE w.	SUBMIT TO GOVERNMENT x.	GOVERNMENT ACTION: CODE y.	DATE z.	REMARKS aa.
		1	01 30 00	As-Built Drawings		X										X	NOAO & ODT-D									
		2	01 35 26	Accident Prevention Program												X	SS									
		3	01 57 20.00 10	Environmental Protection Plan	X										X		ODT-E Attn: Jeff Corbino									
		4	01 57 20.00 10	Bird Nesting Prevention Plan	X											X	ODT-E Attn: Jeff Corbino									
		5	35 01 50.73	Calibration of Fathometer	X										X		NOAO & ODT-C									
		6	35 01 50.73	Calibration of Horizontal Positioning Equipment	X										X		NOAO & ODT-C									
		7	35 01 50.73	Disposal Area Surveys	X	X									X		NOAO									
		8	35 01 50.73	Before and After Dredging Cross Sections	X	X										X	NOAO									
		9	35 01 50.73	Quantity Computations	X											X	NOAO									
		10	35 01 50.73	Acceptance Profiles	X	X										X	NOAO									
		11	35 20 23.23	Pump curve(s)	X										X		ODT-D									
		12	35 20 23.23	Plant Data Sheet	X										X		ODT-D									
		13	35 20 23.23	Plan of Operations for Utility Crossing					X						X		NOAO									
		14	35 20 23.23	Utility As-builts and Surveys Received from the Owners	X	X									X		ODT-D									
		15	35 20 23.23	Aerial Photography Documentation											X		ODT-D									
		16	35 20 23.33	Letter of National Dredging Quality Management Program Certification							X				X		ODT-D									

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.

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SECTION 01 35 26

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PART 2 PRODUCTS (Not Used)

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ATTACHMENTS:

Safety Sign

Project Sign

-- End of Section Table of Contents --

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 "Safety and Occupational Health Requirements", 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 line 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 8 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 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

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, date, and 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 in Section 00700 - Contract Clauses, entitled "Accident Prevention" (FAR 52.236-13). Within 24 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 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. At a minimum, the dive plan will address items in EM 385-1-1.

1.6 SAFETY SIGN

The Contractor shall furnish, erect, and maintain a Safety Sign at the site where indicated by the Contracting Officer. 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 and instructions are attached at the end of this Section.

1.7 PROJECT SIGN

Prior to commencement of work, the Contractor shall construct a Project Sign at the site of the work at a location directed by the Contracting Officer. 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; all other lettering shall be black. Lettering for the project name shall be Helvetica Bold, 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 and instructions are attached 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 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 paragraph entitled "Fire Alarm Signals".

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.

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 all 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 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.

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.

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

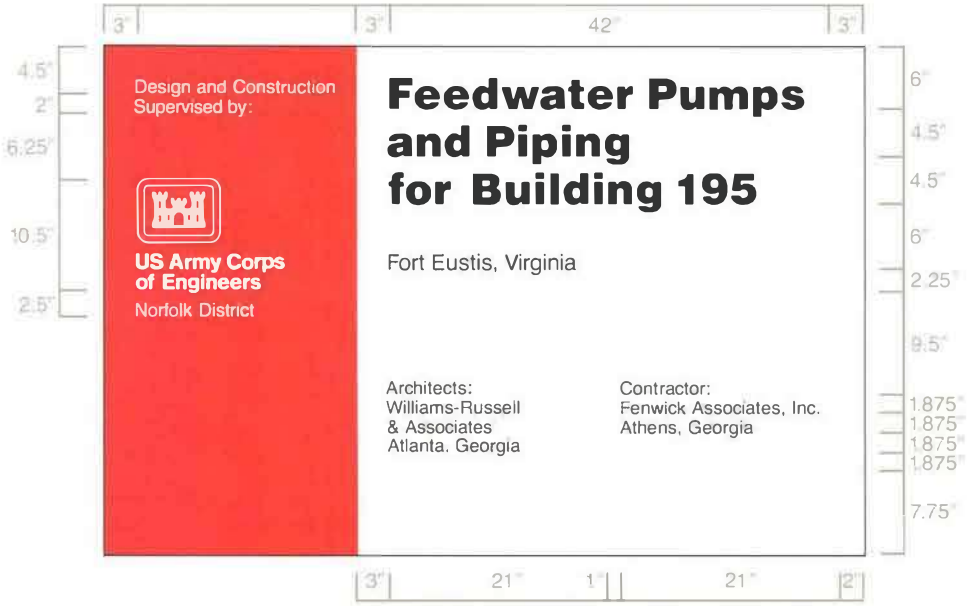
Legend Group 3: One- to three-line project title legend describes the work being done under this contract.
Color: Black
Typeface: 3″ Helvetica Bold
Maximum line length: 42″

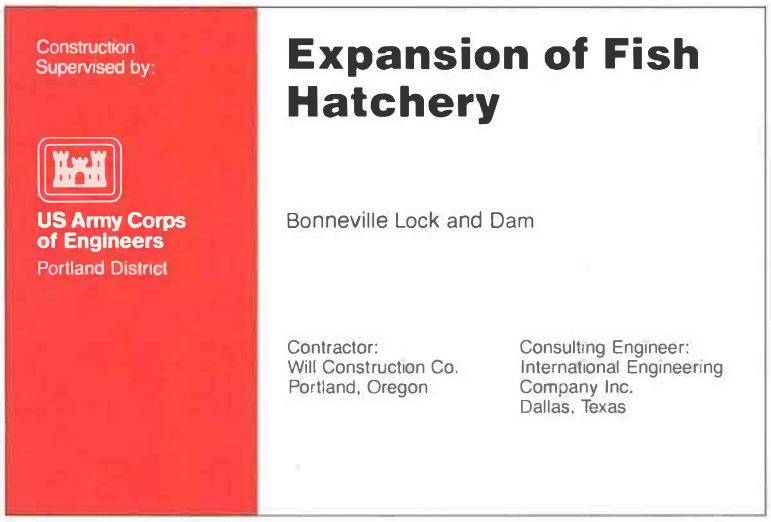
Legend Group 4: One- to two-line identification of project or facility (civil works) or name of sponsoring department (military).
Color: Black
Typeface: 1.5″ Helvetica Regular
Maximum line length: 42″

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

Safety Performance Sign

Each contractor's safety record is to be posted on Corps managed or supervised construction projectgs 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

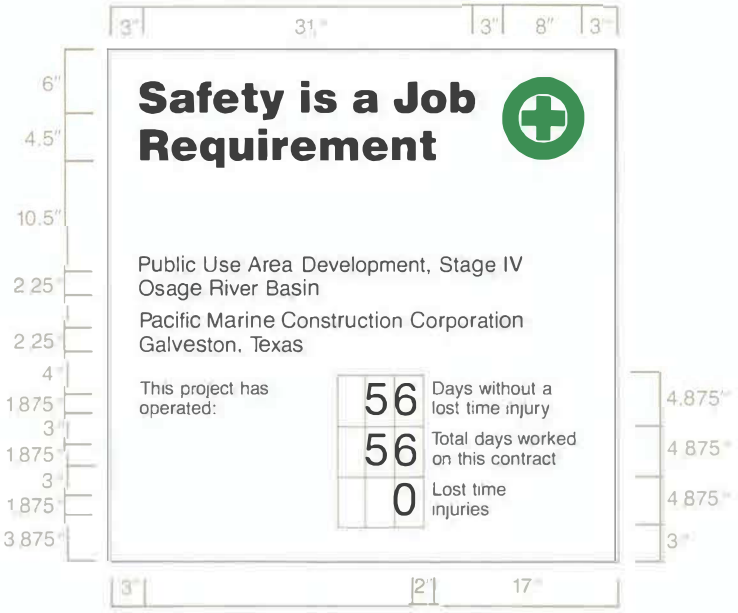
Legend Group 2: One- to two-line project title legend describes the work being done under this contract and name of host project.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

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"

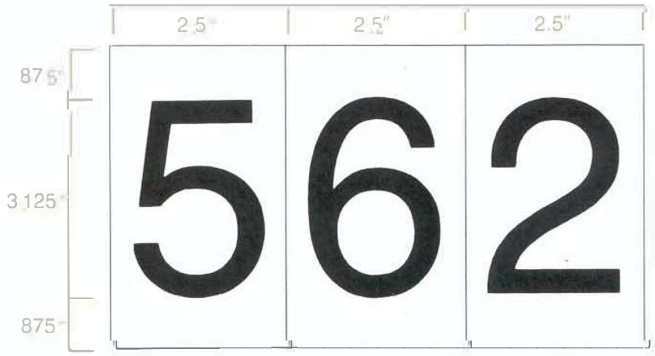
Legend Group 4: Standard safety record captions as shown.
Color: Black
Typeface: 1.25" Helvetica Regular

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.

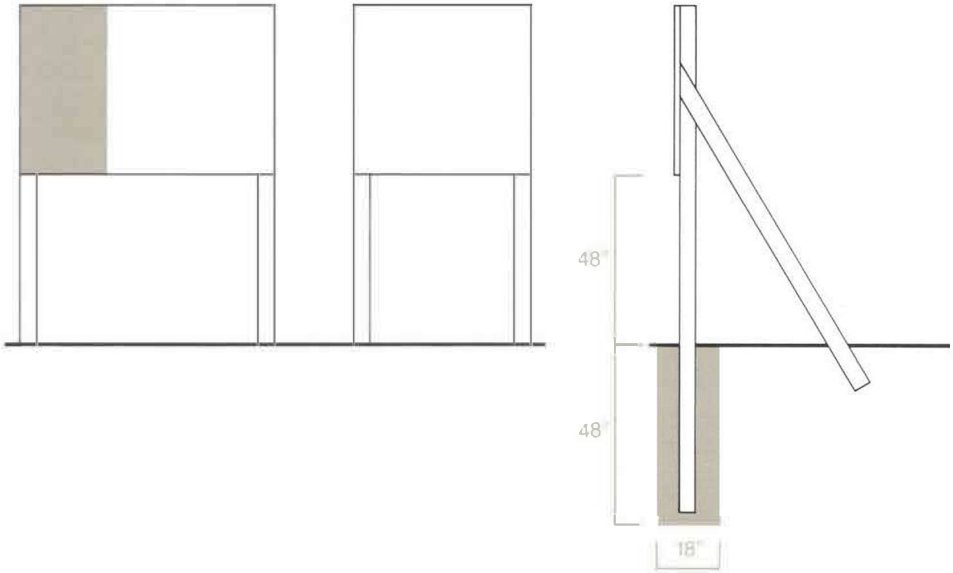
The 2' x 4' Communications Red panel (to match PMS-032) with full Corps signature (reverse version) is to be screen printed on the white background. Identification of the District or Division may be applied under the signature with white cut vinyl letters prepared to Corps standards. Large scale reproduction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

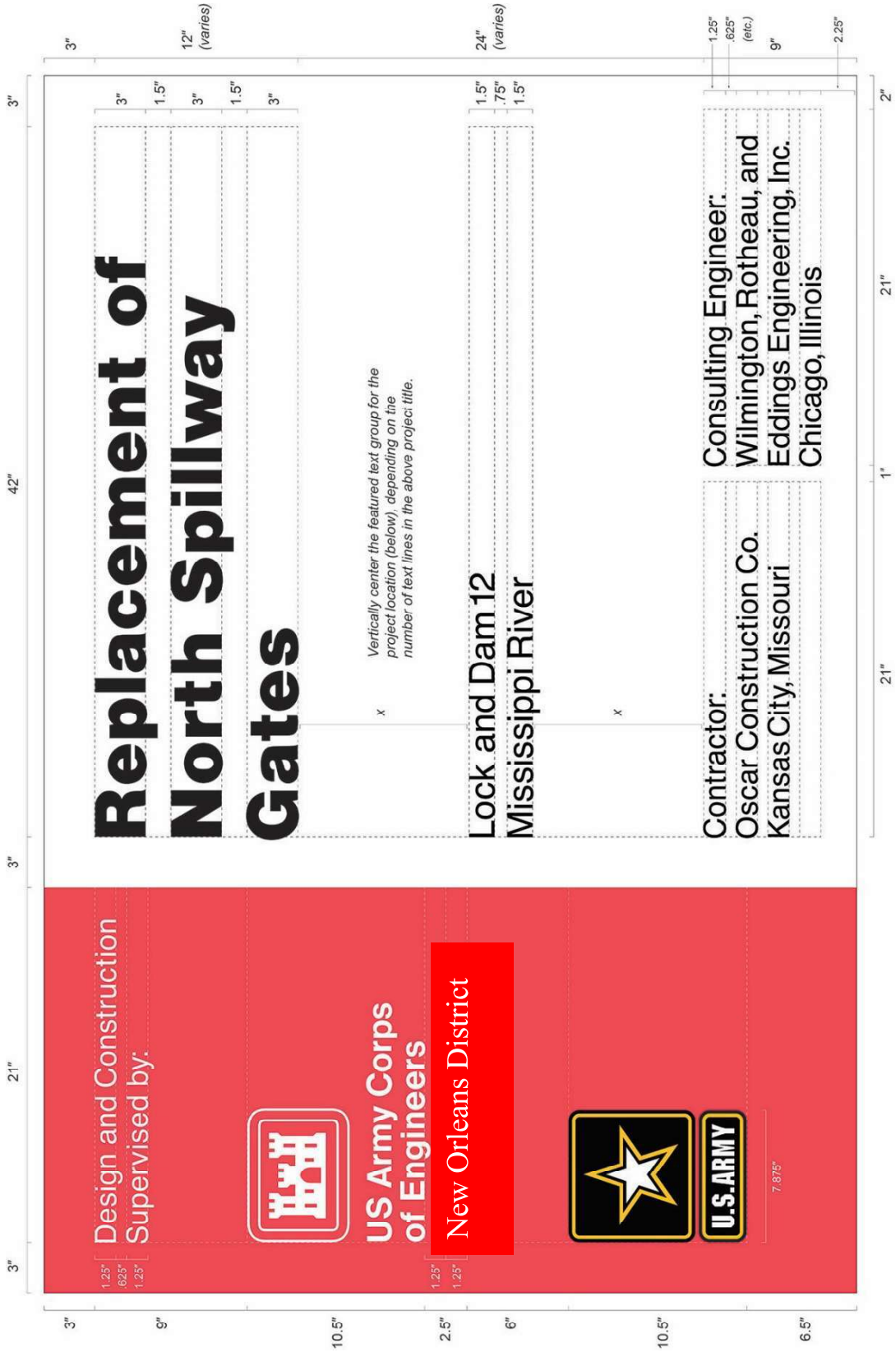
1. _____
2. _____
3. _____
4. _____
5. _____

Safety Performance Sign
Legend Group 1: Project Title

1. _____
2. _____

Legend Group 2: Contractor/A&E

1. _____
2. _____


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
Design and Construction
Supervised by:
US Army Corps
of Engineers
New Orleans District
U.S. ARMY

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

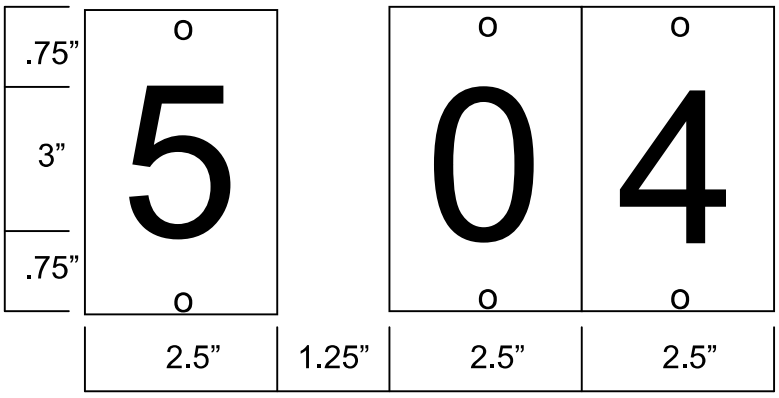
Example

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	4.875”
Date since last Lost time accident				4.875”
Total lost time injuries			0	4.5”
				3”

3” | 21” | 24”



(NOT TO SCALE)

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DIVISION 01 - GENERAL REQUIREMENTS

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PART 3 EXECUTION (not used)

-- 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 period in the following areas:

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

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 on the site at all times during construction and shall be employed by the prime contractor. The CQC System Manager may not have any other duties than quality control. When the alternate for the CQC System Manager is activated, he shall also have no other 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, 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 and Avoidance Measures". All costs for the work covered under this section, with the exception of Option Item "Bird Nesting Prevention and Avoidance Measures", shall be distributed throughout the existing bid items.

1.3.2 Option Item: Bird Nesting Prevention and Avoidance Measures

All costs associated with the "Bird Nesting Prevention and Avoidance Measures" shall be included in the unit price per day for Option Item "Bird Nesting Prevention and Avoidance Measures". 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. Pay time for this option item will be measured by the day. A day of performing the bird nest prevention measures is defined as beginning at 0000 hours and ending at 2400 hours. Nest prevention measures shall be performed as described in paragraph entitled "Bird Nesting Prevention and Avoidance Measures". Portions of a day when the nest prevention measures are required will be considered as a full day.

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 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 Colonial Nesting Birds

3.3.1.1 General

Colonial nesting wading birds (including but not limited to, herons, egrets, and Ibis) and seabirds/water-birds (including, but not limited to terns, gulls, Black Skimmers, and Brown Pelicans) are known to nest in the project area. The nesting birds and their nests must not be disturbed or

destroyed. The nesting activity period extends from 15 February through 15 September. Dredging activity during this period may be subject to additional requirements as stated below.

3.3.1.2 Reporting

The presence of nesting wading birds and/or seabirds/water-birds within the minimum distances from the work area, as specified in paragraph entitled "No Work Distances", shall be immediately reported to Mr. 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:

Terns, gulls, and Black Skimmers - 650 feet;
Colonial nesting wading birds - 1000 feet; and,
Brown Pelicans - 2000 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 and Avoidance 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 paragraph entitled "No Work Distances", from any work activity. The plan shall be submitted in accordance with paragraph entitled "Implementation and Reporting". Additionally, one copy of this plan shall be submitted to the specified area office:

US Army Corps of Engineers
New Orleans Area Office
Attn: Mr. Kenneth W. Crumholt, CEMVN-CDN
Room 186
7400 Leake Ave
New Orleans, LA 70118

US Army Corps of Engineers
New Orleans District
Attn: Mr. Jeff Corbino, CEMVN-ODT
Room 296
7400 Leake Ave
New Orleans, LA 70118

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, as specified in paragraph entitled "General". 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 and Avoidance 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 bird nests with flagging on stakes 3-feet above the ground surface and no closer than 3 feet from the nest. The Contractor shall immediately 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 will be Mr. Jeff Corbino, PHONE (504) 862-1958, EMAIL: jeffrey.m.corbino@usace.army.mil.

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 pieline shall conform to lighting requirements set forth by the US Coast Guard in the "Rules of the Road, International-Inland" http://www.uscg.mil/hq/g-m/nmc/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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DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION

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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 the latest edition of EM 1110-2-1003, Engineering and Design, Hydrographic Surveying.

1.2 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for surveys, survey equipment (survey boat, 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 baselines and gages as stated in the Contract Clause in Section 00700 - Contract Clauses, 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 (USCG) 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, paragraph 2-1 and 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: 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 Fathometer

2.1.2.1 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 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 60 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 0-60 ft full-scale and graduated in 1 ft increments with numeric depth annotations at the 0, 10, 20, 30, 40, 50, 60 ft 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 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.

2.1.2.2 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 ft 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.

2.1.2.3 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

2.1.3 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.

2.1.4 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.

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 centerline and 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 that fully cover the distance across the channel, 750-feet in width, 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 assigned reach of work, extending 500 ft upstream and downstream of the assigned dredging limits and shall be of adequate width (as determined by the Contracting Officer's Representative) to encompass the entire dredge cut, 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 paragraph entitled "Survey Equipment") and the recorded sounding resolution shall be one sounding for every 5 ft along the cross section runlines (normal to the centerline). The recorded depths shall be to a resolution of 0.1 ft. 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 calibrated 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.

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 ft interval depth soundings (0.1 ft 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 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 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 should 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" ("L" should note section was sounded from the Left Side of the channel heading toward the right side of the channel) for + or "R" ("R" to note that section was sounded from the right side of the channel heading toward the left side of the channel) 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. Additional format requirements for these files will be discussed, and sample formatted files will be made available at the pre-work coordination meeting. 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). 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.). Format for survey file(s) to be submitted to the Government will be discussed and sample sheets will be given at the Pre-work Coordinating Meeting. Unless directed otherwise, indicate on profile layout on drawing the positions for taking acceptance profiles (looking downstream): one at the left (red) toe of the cut, one at centerline of the cut, and one at the right (green) toe of the cut. Venice Sub-office will submit a layout on request.

3.1.6 Disposal Area Surveys

a. The Contractor shall perform before and after surveys at each disposal discharge location. 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. All surveys shall be tied/referenced to the centerline of the channel. All notes resulting from these surveys shall be presented to the Contracting Officer's Representative. The Contractor shall provide a topographic plot of each disposal site. The plot shall have contour intervals of not less than 1 foot and a scale of 1 inch = 100 feet. The before and after disposal surveys shall be furnished to the Government in a Microstation version 5.07.01.22 (or updated) design file containing survey elevations with contours in one foot increments. A hard copy of the before and after disposal surveys with contours shall also be furnished to the Government. All survey data shall be in NAD 83. 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). In addition, the before and after disposal surveys shall be submitted to Mr. Jeff Corbino electronically at Jeffrey.M.Corbino@usace.army.mil. All disposal area surveys shall be submitted and accepted before final payment is made to the Contractor.

b. See applicable Dredging Region Section(s) for specific survey requirements and the disposal discharge locations in which to perform disposal area surveys.

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 in. = 300 ft horizontal: 1 in. = 10 ft 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 the 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 the 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 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' 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 in. = 100 feet horizontal and 1 in. = 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 ft 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 of 30 inches or greater inside diameter (ID), complete in all respects, including all attendant plant, and crew. The dredge and attendant plant 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 "Safety and Occupational Health Requirements", 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), which is located in Section 00700. 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" or "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 boat, survey boat and operator, surveys, aerial photography documentation, satisfactory disposal of dredged material 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 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 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 dredge shall begin on the date and time when material begins flowing out of the discharge pipeline.

d. 100% Pay Time Hours. When the 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 Region Section(s), and 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 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 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 paragraph 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 items. 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. Pay time will remain at 70% for the duration for up to 54 hours when it becomes necessary to seek a harbor of refuge for hurricanes or tropical storms. Towing costs for moving to and from harbor of refuge will be at the Contractor's expense. Refer to paragraph entitled "35% Pay Time Hours" for payment of time during ordinary inclement weather on an assignment or while en route between assignments;

(13) Delays caused by others, which are beyond the control of the Contractor, 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 enroute 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 paragraph entitled "Payment Hours". The plant shall be placed in inclement weather status 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 will remain in the inclement weather status until material starts flowing out of the discharge pipeline at the previously assigned or newly assigned 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 paragraph "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, or leakage in pipelines which must be corrected;

(11) In excess of the various limits specified in 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 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. Zero percent 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. See paragraph entitled "Deficient Dredge Performance" for cases of rate adjustment.

k. 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 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 =

(Average Actual Production Rate)X(Actual Effective Dredging Time)
(*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).

l. Standard Dredging Conditions. Standard dredging conditions include all assignments except those specifically defined as "Non-Standard" in 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 paragraph entitled "Deficient Dredge Performance".

m. 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.

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 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.

n. 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.

o. 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 and Option Dredge Towing Service Items

a. General. The Contractor shall furnish towing services described in paragraph entitled "Dredge Attendant Plant" to move the dredge and equipment between dredging 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" and "Option 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 Additional Measurement and Payment Items

See applicable Dredging Region Section(s) for additional measurement and payment items.

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 (1) copy of these records in report form shall be submitted 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 - Report of Operations - Pipeline, Dipper or Bucket Dredges is attached 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 MVN Form 322 - Work Sheet for Preparing Consolidated Form 4267 and MVN 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 paragraph entitled "Cutterhead Dredge and Attendant Plant Data Sheet" for the cutterhead dredge and attendant plant the Contractor intends to 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 00010, paragraph entitled "Bid Form Notes". The cutterhead 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 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, dike construction, discharge site, working equipment, access corridors, 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. The file name for each JPEG photograph shall include river miles or channel station and assignment number to assist reviewers in determining the photograph's coverage area. All photographs provided shall include a title block with the following information: contract number, date of photograph, river mile, and channel station. Photographer shall have a minimum of 3 years experience. The Government is granted unlimited use of all images without further costs.

The Contractor shall submit the draft labeled photographs for review by email in PDF format to the respective area office personnel. Upon approval/acceptance of the draft photographs, the Contractor shall submit the final into RMS as a closeout submittal.

1.6 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 ensure 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 385-10R (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

1.7 HYDROGRAPH DATA

Real time stage hydrograph data of the Mississippi River Basin may be obtained from the New Orleans District website at: https://www.mvn.usace.army.mil/Missions/Engineering/Stage-and-Hydrologic-Data/.

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 plant, which the Contractor intends to use, 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 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 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 65 feet, measured from the water surface, shall be no less than 350 feet to meet the swing requirements specified in subparagraph (d). 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 350 feet, the Contractor shall include an idler barge that enables the dredge plant length to meet or exceed 350 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.

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 65 feet, measured from the water surface. The spuds shall be of sufficient length to perform dredging operations in water depths from 11 to 65 feet. The dredge shall be capable, from each setting of the spud, of dredging a channel at least 400 foot wide, while swinging through an arc of 35 degrees to either side of the centerline of the cut (total arc 70 degrees or less). The dredge and attendant plant shall be properly equipped to operate in swift currents of the Mississippi River, especially during high water season (i.e. spuds of sufficient length, tenders of sufficient horsepower, adequate swing anchors, etc.). 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 Boat

The Contractor shall furnish, throughout the contract period, for exclusive use of the Government, one diesel-powered or gas-powered crew boat, with twin propellers, capable of maintaining and traveling no less than the minimum speed of 30 miles per hour / 26 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 paragraph entitled "Communications Equipment";

(3) Navigation radar, as described in 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 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. The 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 Contractor shall make provisions to obtain a separate crew boat or vessel for conducting Contractor-related operations. The minimum full time crew for the crew boat shall be one operator. The crew boat shall be operated and available 24 hours a day. Refer to EM 385-1-1, 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 Spill Barge

The Contractor shall provide a spill barge that can discharge material immediately behind the existing foreshore rock dikes and other disposal areas. The Contractor must have a mechanism built into the spill barge to allow full control of the barge's movements, side to side, and forward/backward. The Contractor must have an electronic tracking system on board the spill barge, with which the spill barge operator will know where the barge is at all times and be able to make controlled movements. The discharge shall have different adaptors to allow it to spray-spread or shoot in a continuous water column as required by the Contracting Officer or his/her representative.

2.1.3.5 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 paragraph entitled "Dredge Towing Service and Option Dredge Towing Service Items". 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 have up to 25,000 linear feet of a combination of floating, submerged, and shore pipeline with a minimum of 15,000 feet of submerged 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 baffle floating pipeline section when determined to be necessary by the Government. 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 his 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 two sets of valves including a baffle or spreader section. 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 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 and crew boat 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 boat 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, survey boat, or crew 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 centerline, 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 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. Compliance of the substitute dredge with the contract requirements shall be determined as per Section 00010, paragraph entitled "Bidder Qualifications" and paragraph entitled "Pre-Award Inspection of Plant". 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 in 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 paragraph entitled "Dredge Attendant Plant" at no additional costs 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 costs to the Government.

(5) The additional dredge(s) shall provide its own dredge discharge pipeline as described in paragraph entitled "Dredge Discharge Pipeline" at no additional costs 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 dredging region(s) 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:

$$\text{Additional Dredge Hourly Rate} = \frac{(\text{Original Base Item Estimated Quantity}) \times (\text{Original Base Item Unit Price})}{\text{Estimated Quantity From Base Item Bid Schedule of Applicable Bid Lot for Additional Dredge}}$$

(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 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 a day basis to exclusively conduct Government business and emergency calls.

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 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.

d. From 15 February through 15 September, a no-work distance restriction for Colonial Nesting Wading Birds may be implemented as described in Section 01 57 20.00 10, paragraph entitled "Colonial Nesting Birds".

3.1.2 Dredging Region

Please 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 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's representative. 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 to move to a new 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.

3.2 DEFICIENT DREDGE PERFORMANCE

3.2.1 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 paragraph "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 14 calendar day 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 14 calendar day 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 14 calendar day period, then the Government will maintain its action taken in accordance with paragraph entitled "Government Actions for Failed Production" as appropriate and the Contractor will not be allowed a waiver.

b. <u>Dredge Physical Data</u>

(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 an electronic version via RMS 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 Lower Low Water (MLLW);

(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.

3.2.2 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 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".

3.3 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.

3.4 WORKING IN THE VICINITY OF STRUCTURES AND UTILITY CROSSINGS

3.4.1 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 3 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 utilities electronically and in writing, by certified mail, at least 7 calendar days prior to operating within 500 feet of the particular 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) Potential depth of spud penetration.
(f) Any other information from the Contractor the utility owner would consider significant for safe dredging operations over the utility crossing.
(g) 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 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.

3.4.2 Existing Structures or Utilities

Information pertaining to existing structures, such as bridges, and utilities, 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.

3.4.3 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) in the Section 00700.

3.5 CUTTERHEAD DREDGE AND ATTENDANT PLANT DATA SHEET

Submittal Date:

CUTTERHEAD DREDGE AND ATTENDANT PLANT DATA SHEET (Version Feb 2024)

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 in feet (from center): _____

(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: _____

(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 _____

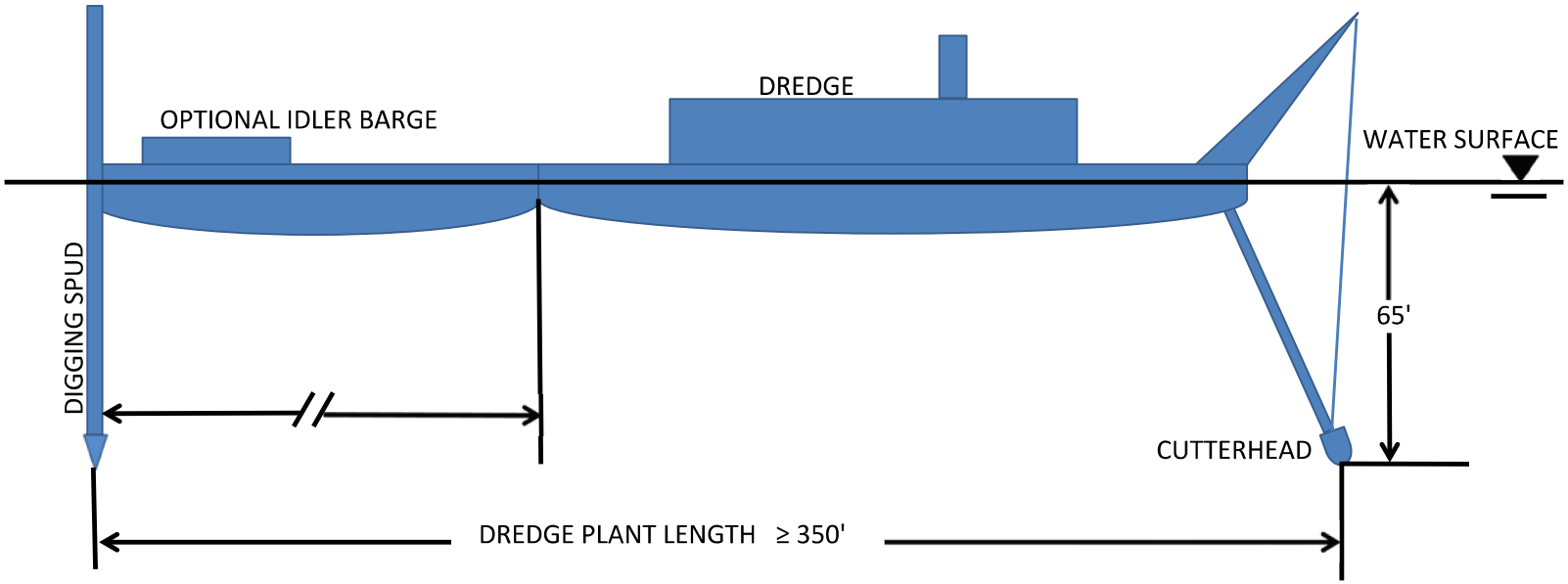
State _____ Zip+4 _____

Telephone no. (_____)_____

Facsimile no. (_____)_____

-- End of Section --

FIGURE 1: MINIMUM DREDGE PLANT LENGTH



REPORT OF OPERATIONS -- PIPELINE, DIPPER OR BUCKET DREDGES

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	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	GMS/liter	IN PLACE DENSITY	GMS/liter	VOIDS RATIO	
	GRAIN SIZE	MM		MM	VISUAL MATERIAL CLASSIFICATION	TYPE / 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	miles	WIND (maximum velocity & direction)		

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			

MVN FORM 4267 Version: Feb 2024

(Signature and Remarks required on reverse side)

SUMMARY OF DREDGE DISCHARGE PIPELINE, DISPOSAL AREAS AND TIME BREAKDOWN

ATTENDANT PLANT

DREDGE DISCHARGE PIPELINE							DISPOSAL AREA EQUIPMENT		ANCHORING SYSTEMS	
FLOATING PONTOONS	AMOUNT	SUBMERGED	AMOUNT	SHORE	AMOUNT		Marsh Trackhoes-30'		Skidder Barges	
							Marsh Trackhoes-60'		ANCHORS	
Metal		Metal		Metal			Marsh Buggies		Breast	
PVC		PVC		PVC		TOTAL COMBINED DISCHARGE, LF	Dozers		Head	
Flexifloat		Other		Other			Front End Loaders		Line	
TOTAL LF							Air Boats		Other	
							ATV's			
ELBOWS	Stiff			LEAST INSIDE DIAMETER OF DISHARGE PIPELINE, IN			Y-Valves			
	Swivel						Spreaders			

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:

MVN FORM 4267 Version: Feb 2024

WORK SHEET FOR PREPARING CONSOLIDATED FORM 4267

Contract No.: DACW29-____-___-____ Period: _____

Dredge: _____

Date	Advance	Assign Width	Elevation		Cubic Yards	C.Y. Hour	Pump Time	Delays											Delay Time	Discharge Lines				Tide Guage	Discharge Lines				Pump RPM	Dredge Crew	Assignments	
			BD	AD				HPL	HAL	CPPL	CCSH	CLPJ	MOR	SISW	WIP	LDNE	PMUT	MISC		Pontoon	Shore	Sub.	Total		Fuel	Oil	Grease	Water			West	East
1																																
2																																
3																																
4																																
5																																
6																																
7																																
8																																
9																																
10																																
Total																																
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26																																
27																																
28																																
29																																
30																																
31																																
Total																																
Avg.																																
G.T.																																
Avg.																																

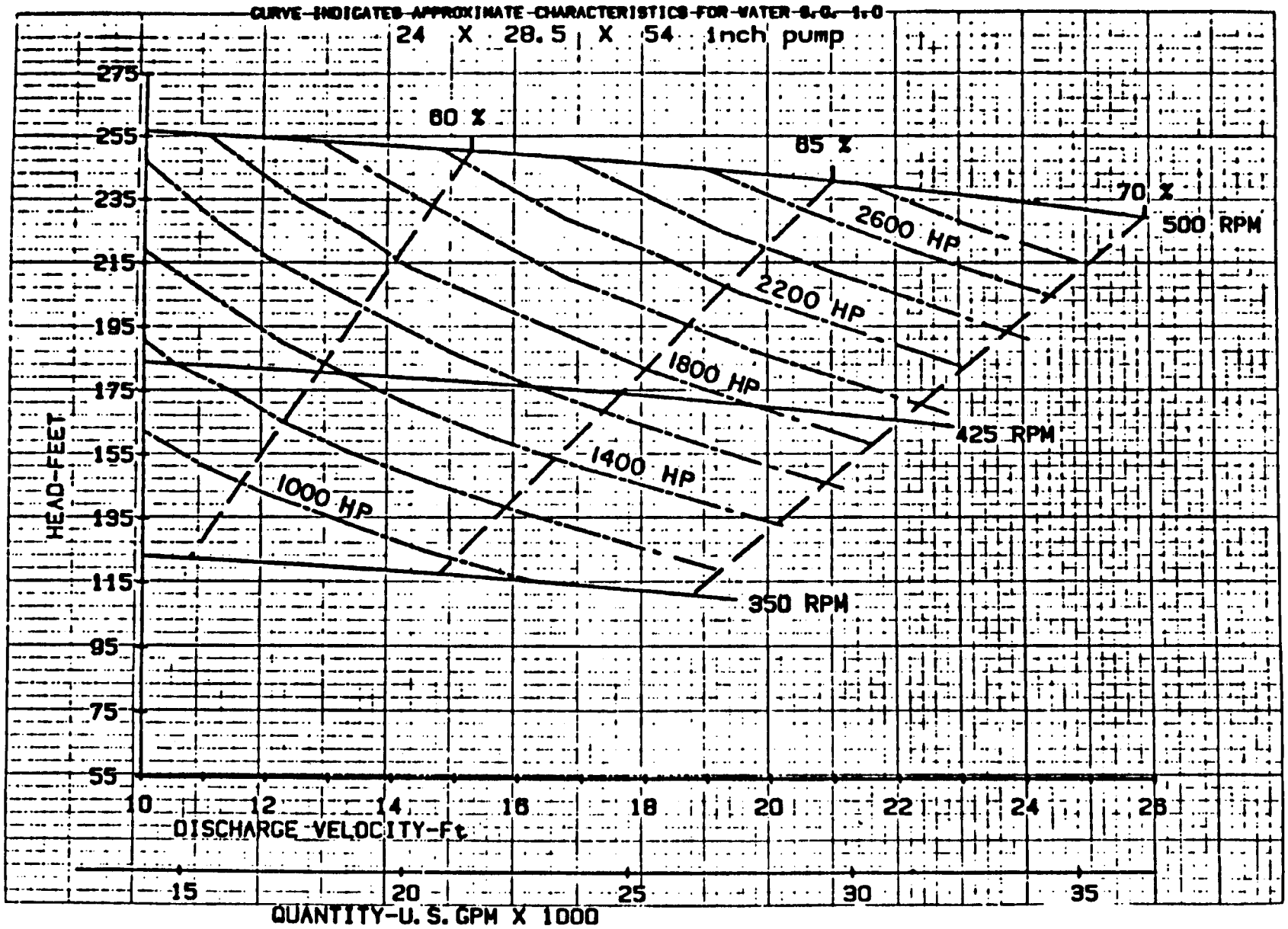
NOTES: _____

(Proponent: CEMVN-CD-NO-Q)

MVNForm 322
March1998

Contract Number: 05-C-XXXX Dredge Name: _____ Pump Function: (main, ladder, or booster, etc.)

MANUFACTURER'S PERFORMANCE CURVE



SAMPLE

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SECTION 35 20 23.23 12

HYDRAULIC DREDGING - SOUTHWEST PASS DREDGING REGION

PART 1 GENERAL

1.1 SCOPE

This section details specific requirements which are in addition to the general requirements set forth within the specifications for the Mississippi River Southwest Pass and West Bay Sediment Diversion Canal 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

There are no additional non-standard dredging conditions specific to this dredging region.

1.3 EXISTING STRUCTURES OR UTILITIES

The structures, such as bridges, or utilities, such as pipelines and cables, listed below are known to be located within this dredging region. The Contractor should be aware that additional utilities exist along the banklines of the navigation channel and within the disposal areas. Extreme caution shall be taken when traversing across the designated pipeline corridors to access disposal areas. No spudding, anchoring, or excavation is allowed in the vicinity of these utilities. Utilities, in addition to those shown on the plates, may reside along the banklines of the navigation channel and the disposal areas.

Utility or Structure	Approximate Station and/or Mile	Approximate Elevation MLLW	Owner and Telephone Number
6 5/8" gas pipeline	162+32 1.9 BHP	Unknown	Guardian Decommissioning Co. 16340 Park Ten Place Ste 130 Houston, TX 77084 Trisha Hackett 985-347-8749 trisha.hackett@petrofac.com Melanie Jarrell melanie.jarell@petrofac.com
20" gas pipeline	302+65 4.5 BHP	-83.5 ft	Kinetica Partners, LLC 224 Aviation Rd Houma, LA 70363 Shaun Harwood 985-223-6127, 985-665-0981 shaun.harwood@kineticallc.com
4", 6", & 8" oil & gas pipeline bundle	318+96 4.8 BHP	-90.5 ft	Texas Petroleum Investment Company 101 La Rue France, Suite 406 Lafayette, La 70508 Cypress Melville 337-232-1702 cmelville@txpetinv.com
8" oil pipeline	534+13 8.9 BHP	-93.5 ft	Harvest Midstream 1111 Travis Street Houston, TX 77002 Luke Wright 225-281-9345, 346-237-2341 samuel.wright@harvestmidstream.com
36" gas pipeline	680+20 11.7 BHP	-81.5 ft	Kinetica Partners, LLC (see above)

1.4 MEAN LOWER LOW WATER (MLLW) DATUM RELATIONSHIP

This information is provided to comply with the requirements outlined in EM 1110-2-6056, Standards and Procedures for Referencing Project Elevation Grades to Nationwide Vertical Datums. This engineering manual outlines the requirement to reference all coastal navigation projects to Mean Lower Low Water (MLLW). The relationship to the authorized project datum, Mean Low Gulf (MLG), is provided below for reference.

For Southwest Pass, 0.0' MLLW (2007-2011) = 3.5' MLG.

The project benchmarks referenced below have been incorporated into the National Spatial Reference System database:

Mississippi River at Venice

DESIGNATION:	876 0849 A TIDAL		
PID:	AT1390		
LAT/LON:	N 29 16 00.52795	W 089 21 10.35484	NAD83 (2011)
NORTH/EAST:	N 284,325.15	E 3,912,287.82	SPC LA S (US feet)
ELEVATION:	1.38 feet	NAVD88 (2009.55)	
MARKER:	BENCH MARK DISK		
STAMPING:	0849 A 1985		

DESCRIPTION: THE STATION IS LOCATED IN VENICE, 8 MILES SOUTH SOUTHEAST OF BURAS, AT THE END OF HWY. 23 ON A GRAVEL ROAD LEADING TO NEW CONSTRUCTION AT THE TIME OF RECON AND A RED AND WHITE TOWER. (LOCATION OF NEW BUILDING WILL BE A WILDLIFE AND FISHERIES HEADQUARTER). OWNERSHIP- PLAQUEMINES PARISH. TO REACH THE STATION FROM THE INTERSECTION OF THE POST OFFICE AND HWY. 23 GO SOUTHEAST ON HWY. 23 FOR .9 MILES TO A CURVE TO THE RIGHT, GO AROUND CURVE TO A CROSS ROAD (JUMP BASIN RD.), TURN LEFT FOR .05 MILES TO A SHELL ROAS TO RIGHT (OFFSHORE SHIPYARD RD.) TURN RIGHT AND GO SOUTHEAST FOR .15 MILES TO A MARK ON THE LEFT ALONG A FENCE LINE JUST BEFORE ENTERING INTO A GATE. 23.7 M NORTH FROM THE NORTH 1 OF 2 YELLOW KEYPAD SUPPORT POSTS, 13.7 M EAST FROM A RED FIRE HYDRANT, 8.0 M NORTHEAST FROM THE CENTER OF A GRAVEL ROAD, 1.0 M NORTHEAST FROM A METAL POST WITH WITNESS SIGN ATTACHED, 0.5 M FROM A CARSONITE WITNESS POST, AND 0.3 M BELOW THE LEVEL OF THE GROUND.

PART 2 PRODUCTS

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

2.1 AIRBOAT

The Contractor shall provide one airboat within 24 hours after receiving notice from the Contracting Officer's Representative. The airboat shall be fully operational, with operator, fuel, and shall be equipped with noise protection for passengers. The airboat shall be available from 7AM to 7PM and be capable of transporting the operator and three passengers, and shall be equipped to US Coast Guard standards for vessels of its size class. Airboats shall not be operated in conditions where waves exceed two feet in height.

PART 3 EXECUTION

3.1 DREDGING

3.1.1 Dredging Region

3.1.1.1 Mississippi River, Southwest Pass

a. The maintained dimensions of the channel (adjusted to MLLW) are -50.0 ft MLLW by 750 ft bottom width from Mile 6.0 AHP to Mile 17.5 BHP, then narrowing to 600 ft wide through the jetty channel and bar channel to Mile 19.5 BHP. 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 specified elevation, and the total length. The specified elevation in the dredging assignment will not exceed 6 feet below the authorized elevation and may be specified above the authorized dimensions when determined to be beneficial to the Government. The required side slope is 1V on 3H. Disposal areas are shown on the Contract Plates attached at the end of this section. Should dike construction be necessary, an equitable adjustment in the contract price shall be made.

b. Channel material removed by hydraulic dredge from above Head of Passes to the jetty channel (Mile 6.0 AHP to Mile 19.5 BHP), shall be placed as directed by the Contracting Officer. Except as otherwise described in paragraph entitled "Burrwood Bayou Disposal Site", the material shall be used for bank restoration and/or wetland creation. Where open water exists behind the foreshore rock dikes, in the vicinity of the area being dredged, dredged material shall be placed immediately behind the existing foreshore rock dikes. The material shall be placed up to 1-foot below the crown of the dike within a ½-foot tolerance. The Contractor will be required to build retaining dikes and spill boxes as required to contain the dredged material within these bank restoration areas. The intent is to build up the bank and reinforce foreshore dikes. Material not required for bank restoration shall be placed in shallow open water areas located within the designated disposal areas for wetland creation. While direct discharge of dredged material onto existing vegetation will not be allowed, dredged material will be allowed to overflow adjacent vegetated areas. Material deposited within the disposal area shall be placed as uniformly as practicable at or below elevation +4.5-feet NAVD88. This limiting height does not apply to open water disposal areas in East Bay, Mile 7.5L BHP to 19.5L BHP for which material shall not exceed +6.0-feet NAVD88 or the areas described in paragraph c below.

c. Burrwood Bayou Disposal Site. Dedicated dredging may be mandated under this contract. A rock dike, with a paved navigation gap leading to East Bay, exists near the east end of the Burrwood Bayou outlet at approximate Mile 14.4-L BHP. A primary disposal site exists in the immediate vicinity of this rock dike. If used, the dredged material shall be placed adjacent to/along the interior of the Burrwood Bayou dike, on either side of the navigation channel accessing East Bay. The material placed within this area shall be placed to a maximum elevation of +5.5-feet NAVD88. The Contractor is to prevent any dredged material from entering the navigation channel. If this area has been exhausted to the Contracting Officer's Representative's satisfaction, disposal shall revert to other available disposal areas as shown on the plates.

d. Dredging for West Bay Sediment Diversion Channel. Dedicated dredging may be mandated under this contract with disposal directly into the Westbay Sediment Diversion Channel (Mile 4.7-R AHP) in an effort to minimize flow diverted through this outlet. The allowable borrow area for dredged material to perform this effort will extend from approximate Mile 5.1 AHP to approximate Mile 2.0 AHP, as shown on Plate 25-10. From Mile 5.1 AHP to Mile 4.0 AHP, the western limit of the borrow area is 500 feet west of the Anchorage Area limit, and extends to the furthest east of either the Anchorage Area limit or the -45-foot contour. Between Mile 4.0 AHP and Mile 2.0 AHP, the western limit of the borrow area is 500 feet west of the Anchorage Area limit, and the eastern limit of available borrow will be the west edge of cut

of the Southwest Pass navigation channel. Maximum borrow depth will be -53.5 feet MLLW. The material shall not be placed higher than +5.0-feet NAVD88 (+/-0.5-feet). Initial placement of dredged material shall be on the backside of the diversion at the single point discharge location shown on Plate 25-10. Upon reaching the maximum allowable disposal height, or at the direction of the Contracting Officer's Representative, the Contractor shall move the discharge pipeline such that a continuous line of disposal embankment is constructed along the backside of the West Bay Diversion Channel alignment, tying into the existing higher bankline both north and south of the diversion. The Diversion Channel may be used for discharge pipeline access to the required discharge location.

e. The Contractor shall establish and maintain a staff gage at each discharge location and throughout each disposal area as needed in order to monitor the elevation of the material for compliance with the plates and specifications. The staff gages shall be marked at one-half foot intervals, beginning at the maximum disposal elevation and distributed throughout the disposal areas, as needed.

3.1.1.2 Colonial Nesting Birds

From 15 February through 15 September, a no-work distance restriction for Colonial Nesting Wading Birds may be implemented as described in Section 01 57 20.00 10, paragraph entitled "Colonial Nesting Birds".

3.1.2 Disposal of Dredged Material

The Contractor shall place dredged material only within the designated disposal areas shown on the contract plates and as directed by the Contracting Officer. Dredged material shall not flow into adjacent waterways used for navigation (e.g., for recreation and commercial access). Any misplaced dredged material shall be removed at no cost to the Government. In addition to the disposal requirements specified for each dredging region, the following shall also apply as directed by the Contracting Officer.

3.1.2.1 Access Channels

No flotation access channels shall be constructed for equipment in this contract. However excavation, if required for access due to shallow waters, will be allowed from the Southwest Pass navigation channel towards the channel bankline for offloading equipment from barges as directed by the Contracting Officer. To assure the integrity of the existing foreshore dike is not endangered, no excavation shall be performed within 70' of the C/L of the dike structure. No excavation for flotation access shall be performed below -8.0' NAVD88 and be a maximum width of 80' feet. The access channels shall be backfilled with excavated materials after the completion of all work.

3.1.2.2 Prevention of Damage

The dredged material shall be transported and deposited in such a manner as to ensure that no damage will occur to growing crops, highways, levees, drainage systems, utility lines, structures, or other marked by the Contractor with conspicuous buoys or stakes. No direct discharge of dredged material shall take place within 300-feet of any existing pipeline or utility.

3.1.2.3 Corridors

a. For pipe transport and equipment access to disposal areas that are not immediately adjacent to the bankline, the Contractor shall use the construction access corridors located on the plates. No excavation will be allowed for access. The Contractor shall limit all movement of pipe, marsh buggies, personnel, and other equipment to the access corridors. The Contractor shall take precautions to avoid/minimize damages to existing wetlands during access operations. As stated in paragraph entitled "Existing Structures or Utilities", the Contractor should be aware that additional utilities exist along the banklines of Southwest Pass, paralleling the navigation channel. Extreme caution shall be taken when traversing across this pipeline corridor to access disposal areas.

b. When dredging above Head of Passes (Mile 0.0), accommodations must be made to assure the safe passage of shallow draft vessels navigating the waterway.

(1) When disposing to the West, the disposal pipeline must be configured in such a fashion as to assure a minimum of 400' x 25' navigation pass accommodating North/South shallow draft traffic.

(2) When disposing to the East, to assure safe passage into and exiting Cubit's Gap, the disposal pipeline must be configured in such a fashion as to assure a minimum of 400' x 25' navigation pass accommodating shallow draft traffic. In addition, when disposing of dredged material into the East disposal areas, dredge pipeline paralleling the channel must be laid as close as practical to the bankline to minimize impacts to navigation.

This requirement can be achieved by means of a submerged pipeline, a channel crossing, or other similar means. The pipeline crossing for navigation must be clearly marked/lighted to assure safe passage of vessels.

3.1.3 Disposal Area Surveys

Before and after disposal area profiles and cross-sections shall be taken and plotted for each disposal area. Cross-sections shall extend over the anticipated limits of disposal at 500-foot intervals centered on the discharge location. As a minimum, three (3) profiles and three (3) cross-sections shall be taken. All cross-sections shall extend at least 500 feet seaward of the discharge location. All cross sections shall be taken normal to the channel centerline with readings taken every 5 feet along the cross-section. Readings shall be adjusted to the nearest 0.1-foot. Data shall be furnished to the Government in a structured XYZ ASCII format on magnetic media.

3.1.4 Location of Dredge Plant and Equipment

Throughout the duration of the contract, the Contractor shall ensure that there is minimal impact to navigation. Unless otherwise directed by the Contracting Officer or his/her representative, plant and equipment shall not cross the channel centerline past the 10' allowable swing tolerance (i.e, while performing work in the Western half of the channel, plant and equipment shall not cross more than 10 feet into the Eastern half of the channel). This requirement does not include the dredge's swing anchors, buoys and anchor lines, which must be located outside the channel. Upon

completion of an assignment, the Contractor shall immediately remove all discharge pipeline within the channel and any charted marine vessel anchorage areas.

3.1.5 Previous Dredging Contracts

Contact the contract personnel listed the beginning of the specifications for information regarding previous dredging contracts. Virgin material may be encountered when dredging below the dimensions listed for the Pilottown Anchorage Area. No soil borings have been taken specifically for this contract.

3.2 CONTRACTOR COMMUNICATION

Throughout the duration of the contract, the Contractor shall coordinate construction operations with the Government, US Coast Guard, and River Pilots to ensure minimal impacts to the navigation industry.

3.3 RIGHTS OF WAY

a. The U.S. Army Corps of Engineers, Venice Sub-Office and Harbor will not be available to the Contractor for vehicle parking or vessel docking.

b. Special Permit Conditions - The State of Louisiana, Department of Wildlife and Fisheries (LDWF), has granted Right of Entry, including ingress and egress, to perform dredging, disposal, and dike construction within the Pass-A-Loutre Wildlife Management Area (PALWMA). All work must be completed in accordance with the contract plates and specifications, including all special permit conditions. The Contractor shall comply with the following special permit conditions:

(1) The Right of Entry is valid through December 31, 2025.

(2) The United States Army Corps of Engineers (USACE) will notify LDWF at least two weeks in advance of mobilization of equipment on PALWMA. This notification shall include the project plans, anticipated date of equipment mobilization, equipment to be used on the project, and anticipated project schedules. In addition, a pre-construction meeting must be held with LDWF before initiating any activities on PALWMA. This meeting shall be attended by USACE staff (including the project inspector), the dredging contractor, and PALWMA staff. USACE shall contact Vaughan McDonald at vmcdonald@wlf.la.gov or Lance Campbell at ljcampbell@wlf.la.gov to request a meeting.

(3) LDWF prefers not to restrict public access on PALWMA as a result of this project. Thus, LDWF must approve any requests for closures of waterways. A request for closures of waterways shall be submitted to LDWF staff at least two weeks in advance of the need of the closure.

(4) LDWF must be notified at least one week prior to airboat use. However, no airboat activity will be allowed on PALWMA during

the waterfowl seasons. Airboat activity shall be suspended during the months of September, October, November, December, and January. If an airboat is needed during these months it shall be granted on a case by case basis and will require an additional

"airboat permit" from LDWF. Airboats should only be used when necessary or when an airboat can be used in lieu of marsh buggies. All marsh buggy (rubber, tire, or track) ingress or egress shall be on LDWF approved routes and shall be limited to two tracks per location except for the placement of disposal pipe during dredging operations.

(5) USACE must coordinate with LDWF regarding the overnight mooring of quarter barges, equipment barges, tugboats, crewboats, etc., and the staging of floating discharge pipe at PALWMA. LDWF reserves the right to select the locations for mooring and staging of this type of equipment. LDWF also requires all floating structures to be illuminated with flashing hazard lights during night time hours. All submerged pipelines and emergent pipelines in open water must also be marked with lighting to alert boaters of the potential hazards.

(6) Colonial nesting seabirds and wading birds (including, but not limited to, terns, gulls, black skimmers, egrets, herons, and pelicans) should be avoided to reduce the risk of injuring birds. The nesting activity period generally extends from February 15th through September 15th. A visual inspection of the project area for nesting birds will be made prior to startup of work by qualified personnel from the USACE and LDWF. Presence of nesting wading birds and/or seabirds must be immediately reported to LDWF by the project inspector. This action will trigger additional coordination between LDWF and USACE to perform such activities necessary to identify the nesting birds and initiate any necessary project modification(s) that would avoid disturbance to these birds and their nests. If nests of these birds are present on the work area, a "no- work" distance restriction of 650 feet for terns, gulls, and black skimmers, 1,000 feet for colonial nesting and wading birds, and 2,000 feet for brown pelicans must be implemented. Further coordination by USACE with the U.S. Fish and Wildlife Service may result in a further reduction of "no-work distance restrictions" depending on the species of birds found nesting at the work site.

(7) Should activity become necessary within PALWMA, a copy of the Right of Entry permit will be sent to the Contractor. The Contractor shall keep a copy on the job site at all times during the project.

(8) LDWF may require that routine progress meetings to be held between USACE and LDWF staff on site during construction process.

(9) All equipment used in connection with the project must be removed upon completion.

(10) Upon completion of the project, a final inspection and/or post-project meeting may be required by LDWF. The meeting would be comprised of PALWMA staff, the dredging contractor, and a representative from USACE to ensure that all stipulations have been adhered to. USACE must also submit pre and post project data (elevation/bathymetry information, acreage of marsh created, cut/fill material quantities, etc.) to LDWF.

(11) USACE shall use great care to avoid damage and not alter navigable waterways to PALWMA while conducting maintenance

dredging operations. At LDWF's discretion, the USACE may be asked to maintain, repair, or restore all canals, ditches, levees, signs, pilings, or other structures on the WMA which may be damaged during dredging activities. USACE may be asked to dredge any waterways (bayous, passes, cuts, canals, trenasses, etc.) that are filled in as a result of dredging operations (either intentionally or unintentionally). However, it is understood that in the exercise of this right of entry, if any action of USACE or its employees, results in negligence, liability may attach for such negligence under the Federal Tort Claims Act, 28 U.S.C. 1346, 2671-2680. USACE reserves the right, in the sole discretion, to either repair such damage or make an appropriate settlement with LDWF. In no event shall such repairs or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding the damage. USACE's liability under this paragraph is subject to availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds to meet any deficiencies.

Special Permit Conditions - The United States Department of Interior, United States Fish and Wildlife Services has granted Right of Entry, including ingress and egress, to perform dredging, disposal, and dike construction within the Delta National Wildlife Refuge Area (DNWR). All work must be completed in accordance with the contract plates and specifications, including all special permit conditions. The Contractor shall comply with the following special permit conditions:

(1) The Right of Entry is valid through December 31, 2025.

(2) The use of airboats is prohibited from 1 November through 31 January.

(3) USACE will schedule a pre-construction meeting and site visit with DNWR 30 days prior to beginning of work in DNWR.

(4) USACE will notify DNWR 48 hours prior to the beginning of work by notifying, preferably by email, Barret Fortier at barret_fortier@fws.gov or (985) 882-2011 and Neil Lalonde at Neil_Lalonde@fws.gov.

3.4 MINIMUM PRODUCTION RATE REQUIREMENTS

a. The following table shows the minimum production rate the dredges must perform at as specified in Section 35 20 23.23, paragraph entitled "Required Production and Dredging Tolerances". Interpolation between swing widths may be used to obtain production rate values not explicitly shown.

Face Height	C/L Sta. 2867+32 to Sta. 169+89, Mile 6.0 AHP to Mile 2.0 BHP		C/L Sta. 169+89 to Sta. 381+05, Mile 2.0 BHP to Mile 6.0 BHP		C/L Sta. 381+05 to Sta. 697+84, Mile 6.0 BHP to Mile 12.0 BHP		C/L Sta. 697 +84 to Sta. 1094+00, Mile 12.0 BHP to Mile 19.5 BHP	
	Swing Width		Swing Width		Swing Width		Swing Width	
	200 ft	375	200 ft	375 ft	200 ft	375 ft	200 ft	375
For cross-sectional quantity equal to (4w+16s)/27 but not greater than (6w+36s)/27	2016 cy/hr	2520 cy/hr	2494 cy/hr	3118 cy/hr	2823 cy/hr	3529 cy/hr	3121 cy/hr	3901 cy/hr
For cross-sectional quantity equal to or greater than (6w+36s)/27	2120 cy/hr	2650 cy/hr	2776 cy/hr	3470 cy/hr	3260 cy/hr	4075 cy/hr	3604 cy/hr	4505 cy/hr

b. If the dredge's submerged pump becomes inoperable and the Contractor elects to continue dredging, then the Contractor will be allowed 96 hours to operate without the submerged pump. If the submerged pump is still inoperable after the allotted 96 hours, the Contractor will be placed on 0% pay time until the dredge's submerged pump is operable and fully immersed.

For a dredge with an inoperable submerged pump, the new minimum production rate shall be computed as follows:

New minimum production rate=
(Minimum Production Rate as calculated in paragraph "a" above)x(0.754)

For a dredge with an inoperable submerged pump, the new unit price per hour for "Dredging" or "Option Dredging" shall be computed as follows:

New unit price per hour =
(Dredging Unit Price Per Hour)x(0.754)

3.5 HORIZONTAL AND VERTICAL CONTROL POINTS

Horizontal and vertical control points for the work described herein are specified on the Contract Plates following this section.

-- End of Section --

GENERAL NOTES

1. LOCATION OF REQUIRED DREDGING AND DISPOSAL PLACEMENT TO BE ESTABLISHED BY THE CONTRACTING OFFICER'S REPRESENTATIVE.
2. DEPTHS OF PIPELINES CROSSING CHANNEL WERE OBTAINED FROM CONSTRUCTION PERMITS AND/OR "AS-BUILT" DRAWINGS. ADDITIONAL STRUCTURES AND/OR UTILITIES MAY EXIST ALONG THE BANKLINES AND WITHIN DISPOSAL AREAS. THE CONTRACTOR SHOULD MAKE HIS OWN INVESTIGATION OF SUBMERGED, SURFACE AND OVERHEAD STRUCTURES AND/OR UTILITIES IN THE WORK AREAS.
3. MILEAGE ZERO IS LOCATED AT HEAD OF PASSES.
4. AZIMUTHS ARE TURNED CLOCKWISE FROM NORTH (0 NORTH POINT) AND REFERENCED TO LOUISIANA LAMBERT GRID SYSTEM.
5. CHANNEL CENTERLINE MATCH STATIONS ARE DEPICTED ON EACH SHEET.
6. FOR DETAILS ON NESTING BIRDS, SEE SECTION 01 57 20.00 10, PARAGRAPH ENTITLED "BIRD NESTING PREVENTION AND AVOIDANCE MEASURES".
7. DISPOSAL SHALL BE TO ELEVATIONS NOTED IN SECTION 35 20 23.23 12, PARAGRAPH ENTITLED "DREDGING REGION".
8. THE CONTRACTOR SHALL COMPLY WITH ALL SPECIAL PERMIT CONDITIONS (SEE SECTION 35 20 23.23 12, PARAGRAPH ENTITLED "RIGHTS OF WAY").
9. UNLESS APPROVED BY THE CONTRACTING OFFICER OR HIS/HER AUTHORIZED REPRESENTATIVE, NO EXCAVATION OF AN ACCESS CORRIDOR OR AN ACCESS CORRIDOR DEVIATION WILL BE ALLOWED. THE ACCESS CORRIDOR DEVIATION SHALL BE APPROVED BY THE CONTRACTING OFFICER OR HIS/HER AUTHORIZED REPRESENTATIVE. IN AREAS WHERE THE DISPOSAL AREA EXTENDS TO THE FORESHORE ROCK/SHORELINE AND AN ACCESS CORRIDOR IS NOT SPECIFIED, THE CONTRACTOR MAY PROPOSE A TEMPORARY ACCESS COORIDOR TO THE CONTRACTING OFFICER OR HIS/HER REPRESENTATIVE. THE CONTRACTING OFFICER OR HIS/HER REPRESENTATIVE WILL EVALUTE THE PROPOSAL AND APPROVED OR SUGGEST MODIFICATION TO THE PROPOSAL.
10. CONSTRUCTION OF CONTAINMENT DIKES AND/OR CLOSURES MAY BE NECESSARY TO PREVENT DREDGE MATERIAL FROM ENTERING ADJACENT CANALS OR WATERWAYS USED FOR COMMERCIAL OR RECREATIONAL PURPOSES. IN THESE LOCATIONS, THE CONTRACTOR SHALL PERFORM BEFORE DEPOSITION SURVEYS.

LEGEND:

- BIRD COLONY OUTER LIMITS (PROBABLE LOCATIONS)
- LIMITS OF DISPOSAL
- ACCESS CORRIDOR
- BOTTOM EDGE OF CUT
- SONRIS PIPELINE DATABASE
- HTSI PIPELINE DATABASE

ACCESS CORRIDORS

MILE	X - COORDINATE	Y - COORDINATE
MILE 2.93L B.H.P.	PT 1 - 3,940,729.14 PT 2 - 3,941,059.15	227,661.86 227,482.59
MILE 3.5R B.H.P.	PT 1 - 3,939,427.98 PT 2 - 3,939,643.22	224,618.47 224,532.12
MILE 3.8R B.H.P.	PT 1 - 3,936,968.41 PT 2 - 3,934,923.85 PT 3 - 3,932,638.51 PT 4 - 3,931,726.62 PT 5 - 3,931,063.92	224,081.88 225,078.16 225,668.19 226,321.65 225,885.28
MILE 5.3R B.H.P.	PT 1 - 3,933,755.11 PT 2 - 3,932,523.71	217,707.71 218,545.93
MILE 6.3R B.H.P.	PT 1 - 3,926,139.15 PT 2 - 3,930,253.24	204,593.52 199,774.85
MILE 8.2L B.H.P.	PT 1 - 3,926,139.15 PT 2 - 3,930,253.24	204,593.52 199,774.85
MILE 9.8L B.H.P.	PT 1 - 3,919,977.68 PT 2 - 3,924,381.85 PT 2 - 3,925,677.61	192,918.32 195,671.80 193,676.54
MILE 11.09L B.H.P.	PT 1 - 3,917,418.70 PT 2 - 3,921,170.80	191,668.22 189,636.53
MILE 11.35R B.H.P.	PT 1 - 3,914,907.33 PT 2 - 3,912,025.06	191,981.44 192,890.28
MILE 12.6L B.H.P.	PT 1 - 3,913,011.13 PT 2 - 3,915,447.37	184,990.62 183,539.61
MILE 12.7R B.H.P.	PT 1 - 3,910,877.56 PT 2 - 3,909,462.92	186,247.33 187,017.36

ACCESS CORRIDORS

MILE	X - COORDINATE	Y - COORDINATE
MILE 14.0L B.H.P.	PT 1 - 3,908,850.92 PT 2 - 3,912,066.64	179,291.36 178,260.33
MILE 14.57L B.H.P.	PT 1 - 3,909,494.93 PT 2 - 3,909,751.47	175,188.32 174,083.38
MILE 15.7L B.H.P.	PT 1 - 3,903,388.12 PT 2 - 3,905,021.57	172,057.32 170,080.65
MILE 17.15L B.H.P.	PT 1 - 3,899199.49 PT 2 - 3,899,930.05	165,478.82 165,003.16

GAGE INFORMATION

GAGE NAME (GAGE ID)	GAGE LOCATION AND DESCRIPTION	GAGE CORRECTION TO MLLW (2012-2016)
MISSISSIPPI RIVER AT VENICE (GAGE ID: 01480)	STAFF GAGE LOCATED AT USACE SLIP ON PILING. GAGE ID IS SHOWN ON GAGE. X=3,912,498, Y=286,266	(-) 0.53
MISSISSIPPI RIVER AT PILOTTOWN (GAGE ID: 01525)	STAFF GAGE LOCATED AT PILOTTOWN ON HELIPAD. GAGE ID IS SHOWN ON GAGE. X=3,942,850, Y=252,776	(-) 0.70
MISSISSIPPI RIVER AT HEAD OF PASSES (WH-7) (GAGE ID: 01545 OD)	STAFF GAGE LOCATED ON WH-7 WING DAM DIKE. GAGE ID SHOWN ON GAGE. X=3,945,280, Y=240,100	(-) 0.32
MISSISSIPPI RIVER AT HEAD OF PASSES (GAGE ID: 01545)	STAFF GAGE IS LOCATED ON A PILING LEADING TO A WOODEN LIGHT TOWER. X=3,947,083, Y=236,556	(-) 0.47
SOUTHWEST PASS AT MILE 7.5 (GAGE ID: 01575)	STAFF GAGE LOCATED ON LIGHT 21 STRUCTURE. GAGE ID SHOWN ON GAGE. X=3,926,982, Y=209,928	(-) 0.27
SOUTHWEST PASS AT LIGHT 14 (GAGE ID: 01625)	STAFF GAGE LOCATED ON LIGHT 14 STRUCTURE. GAGE ID SHOWN ON GAGE. X=3,914,435, Y=188,128	(-) 0.02
SOUTHWEST PASS AT EAST JETTY (GAGE ID: 01670)	STAFF GAGE LOCATED ON PILING AT DOWNSTREAM END OF PILOT STATION WALKWAY. GAGE ID SHOWN ON GAGE. X=3,896,988, Y=162,413	0.31

NOTE: ALL GAGE CORRECTIONS SHALL BE ADDED TO THE GAGE READINGS TO ADJUST THEM TO MLLW.

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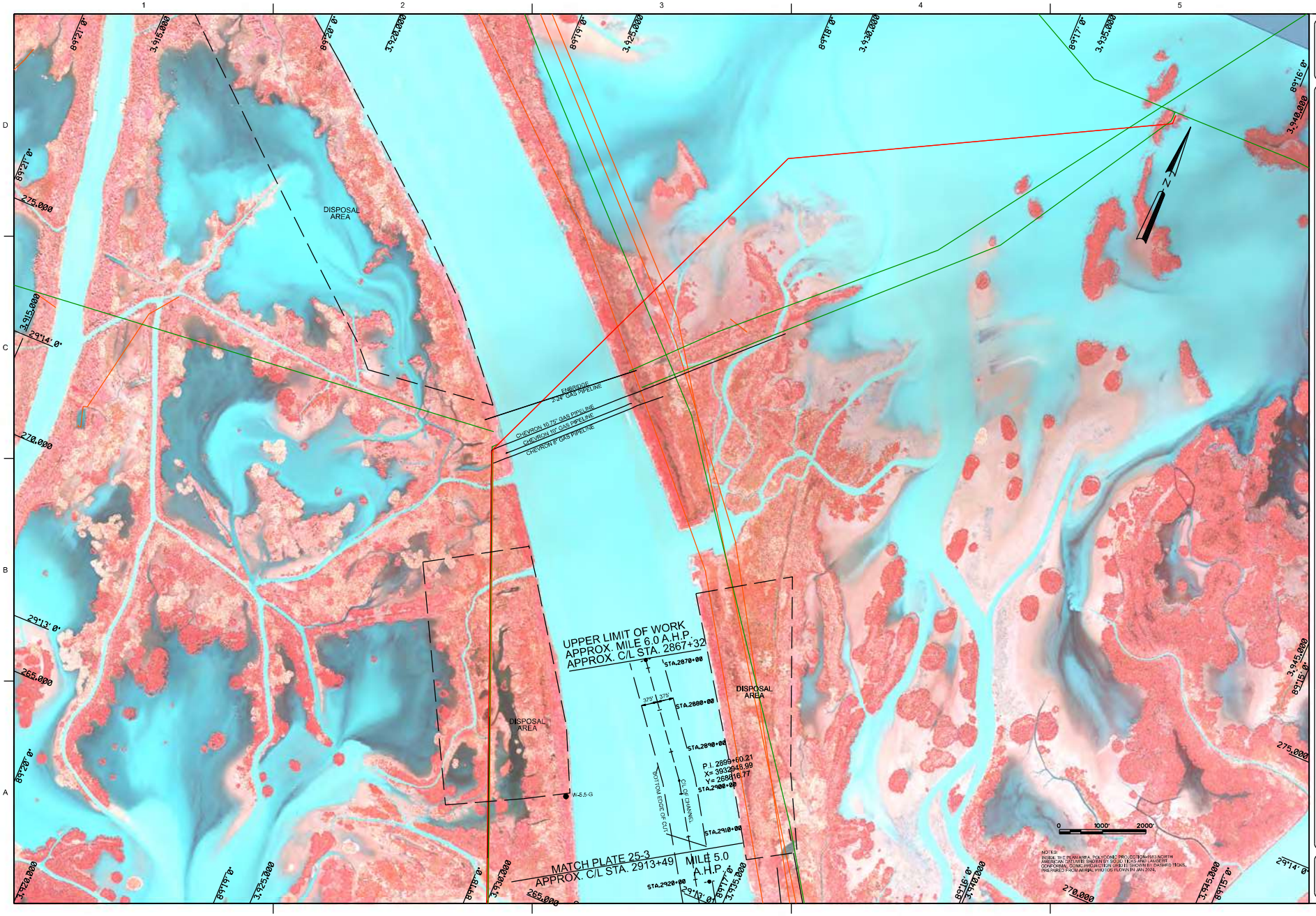
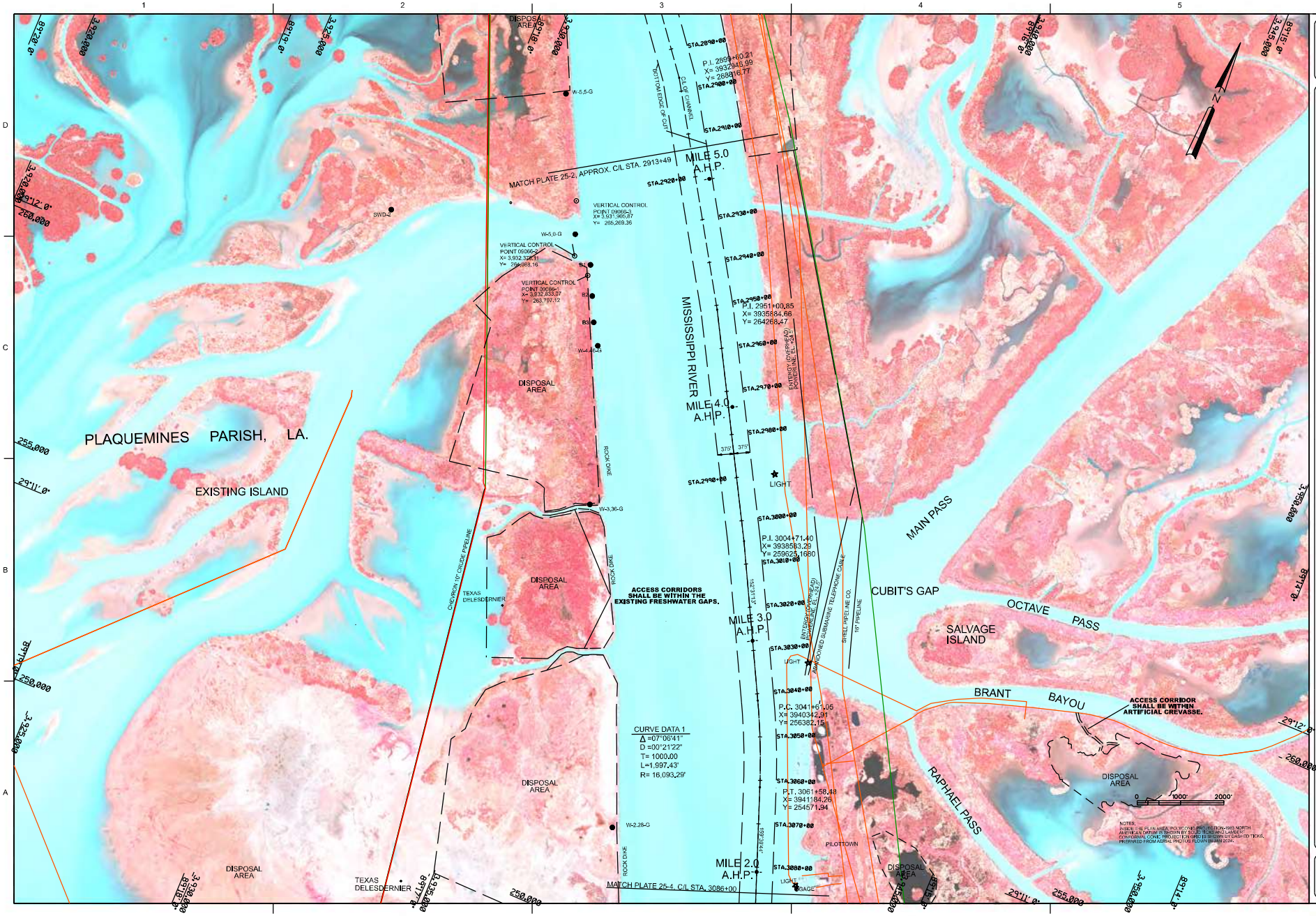
MISSISSIPPI RIVER DREDGING
SOUTHWEST PASS CUTTERHEAD DREDGE
NON-CONTINUOUS MILE 6.0 AHP TO MILE 19.5 BHP, C/L STA. 2867+32 TO C/L STA. 1094+00

PLATE
25-1



MISSISSIPPI RIVER DREDGING
SOUTHWEST PASS CUTTERHEAD DREDGE
NON-CONTINUOUS MILE 6.0 AHP TO MILE 19.5 BHP, C/L STA. 2867+32 TO C/L STA. 1094+00

PLATE
25-2



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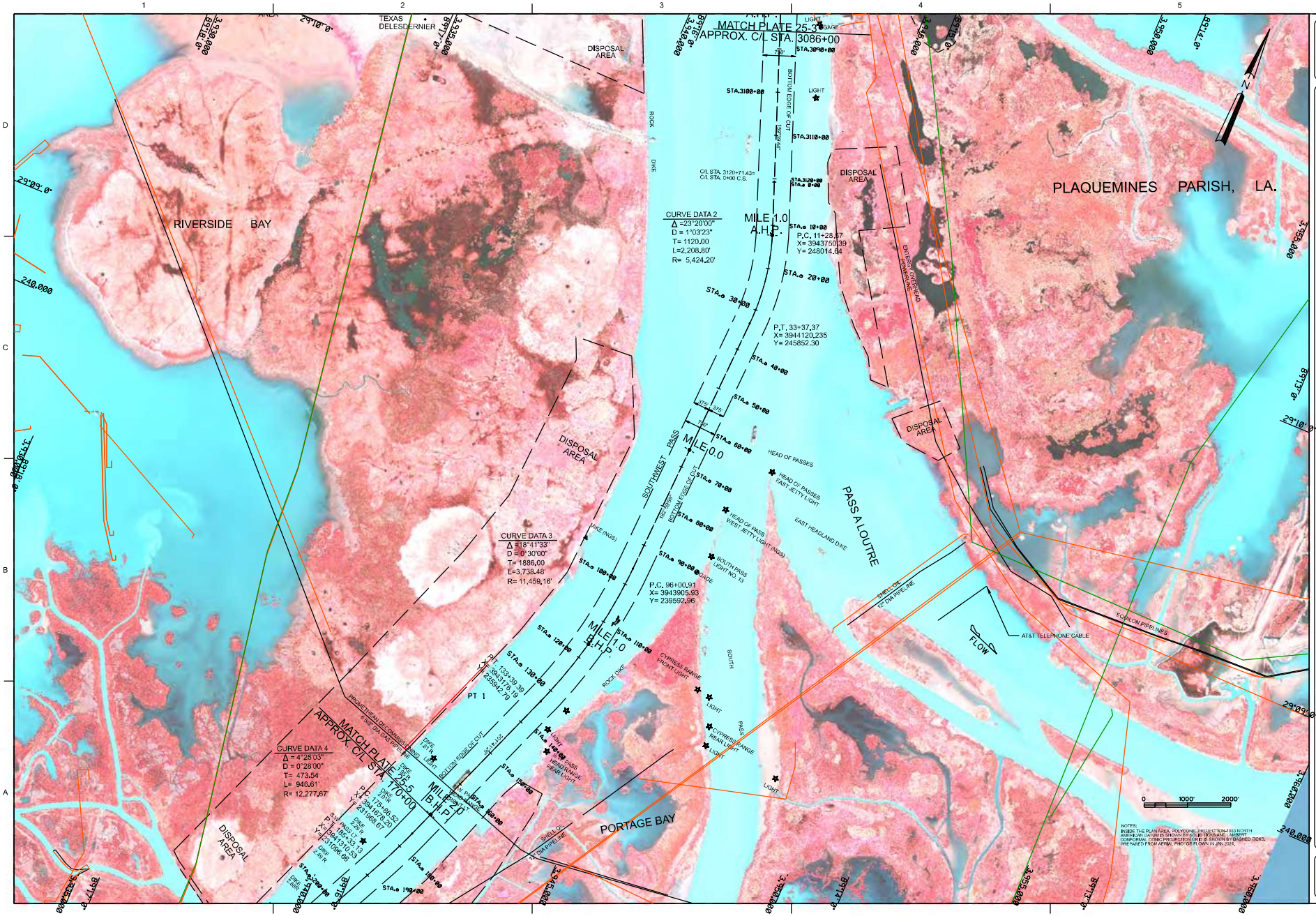
SOUTHWEST PASS CUTTERHEAD DREDGE
NON-CONTINUOUS MILE 6.0 AHP TO MILE 19.5 BHP, C/L STA. 2867+32 TO C/L STA. 1094+00

PLATE 25-3



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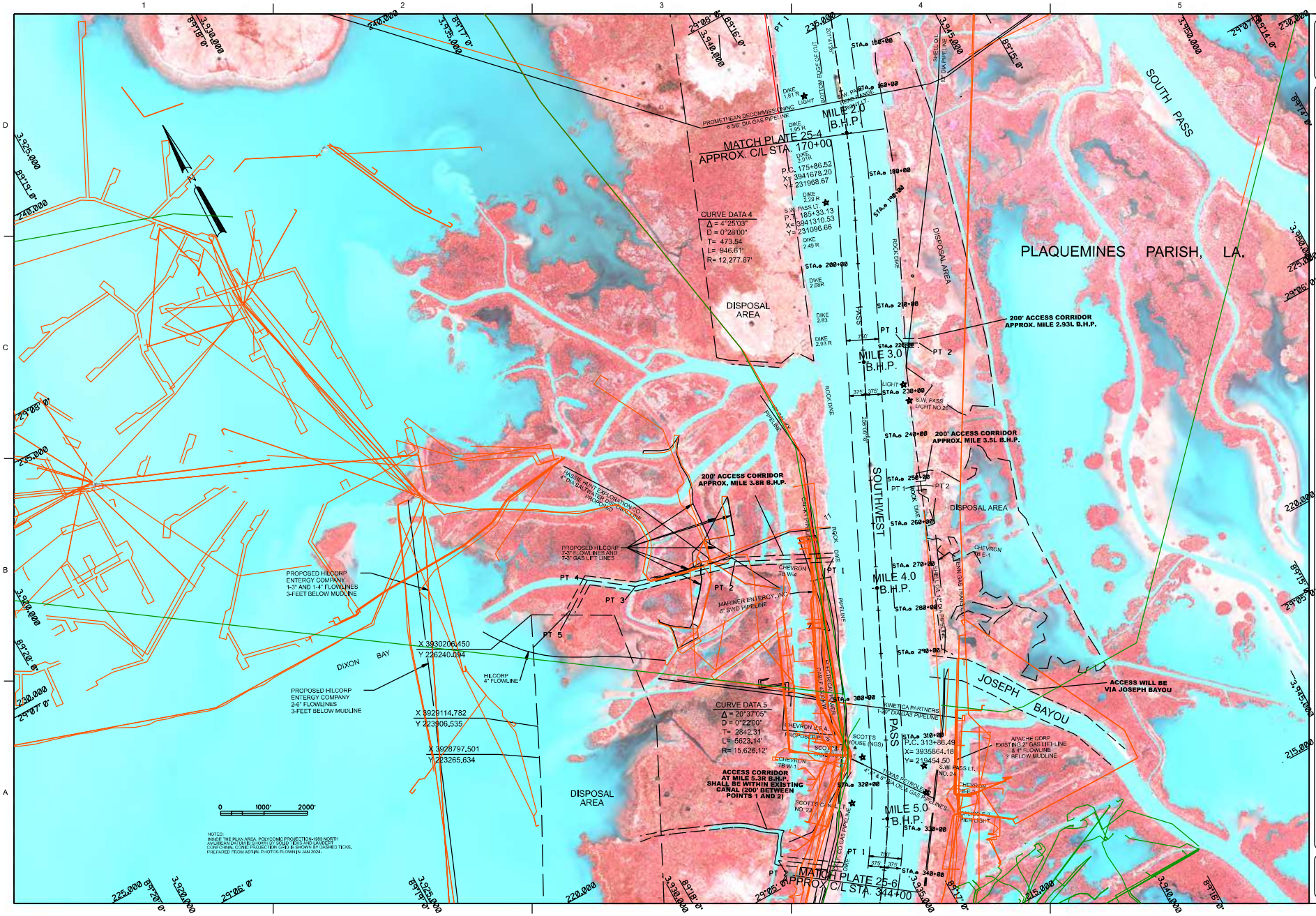
SOUTHWEST PASS CUTTERHEAD DREDGE
NON-CONTINUOUS MILE 6.0 AHP TO MILE 19.5 BHP, C/L STA. 2867+32 TO C/L STA. 1094+00

PLATE 25-4



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SOUTHWEST PASS CUTTERHEAD DREDGE
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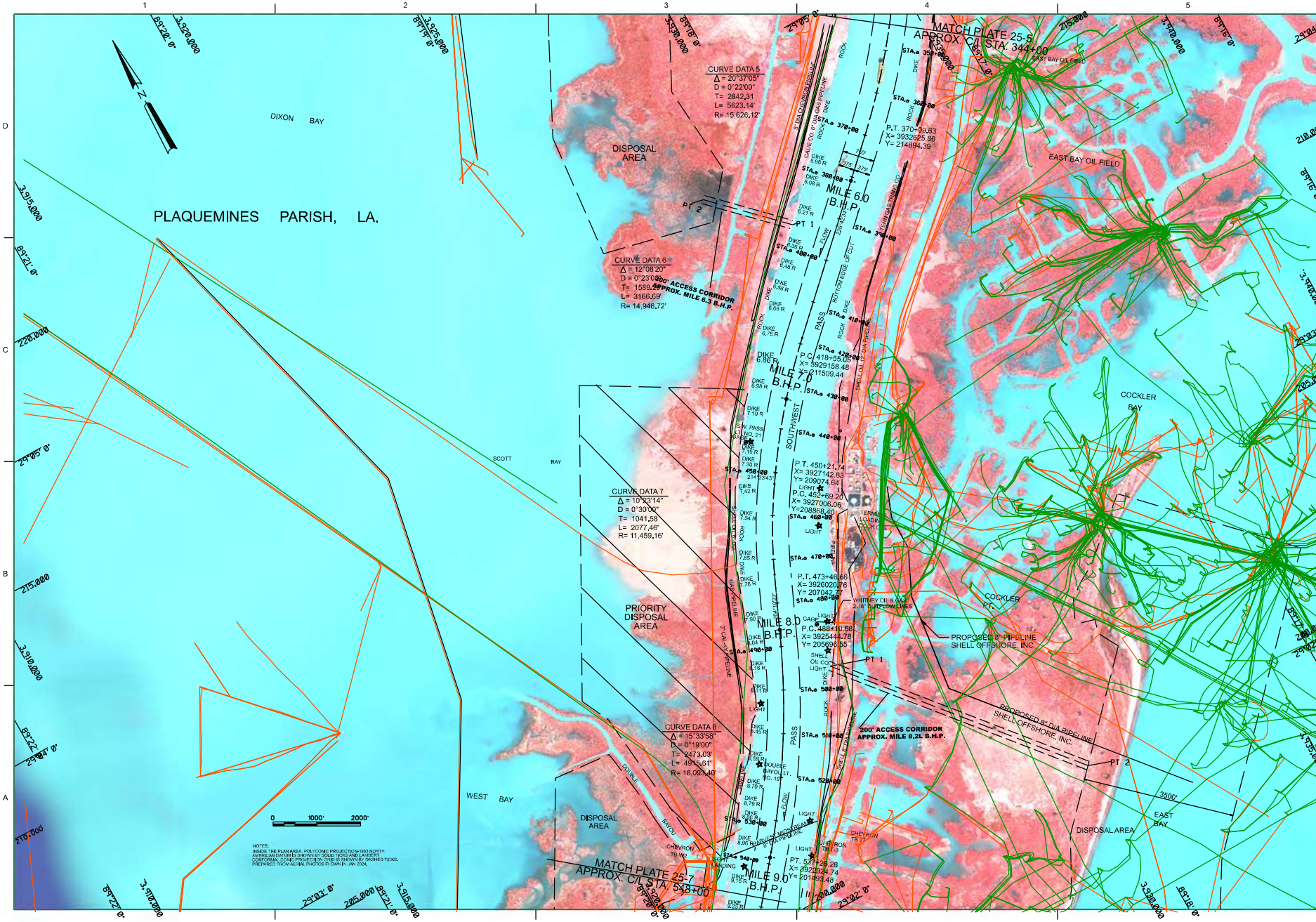
PLATE 25-5



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SOUTHWEST PASS CUTTERHEAD DREDGE
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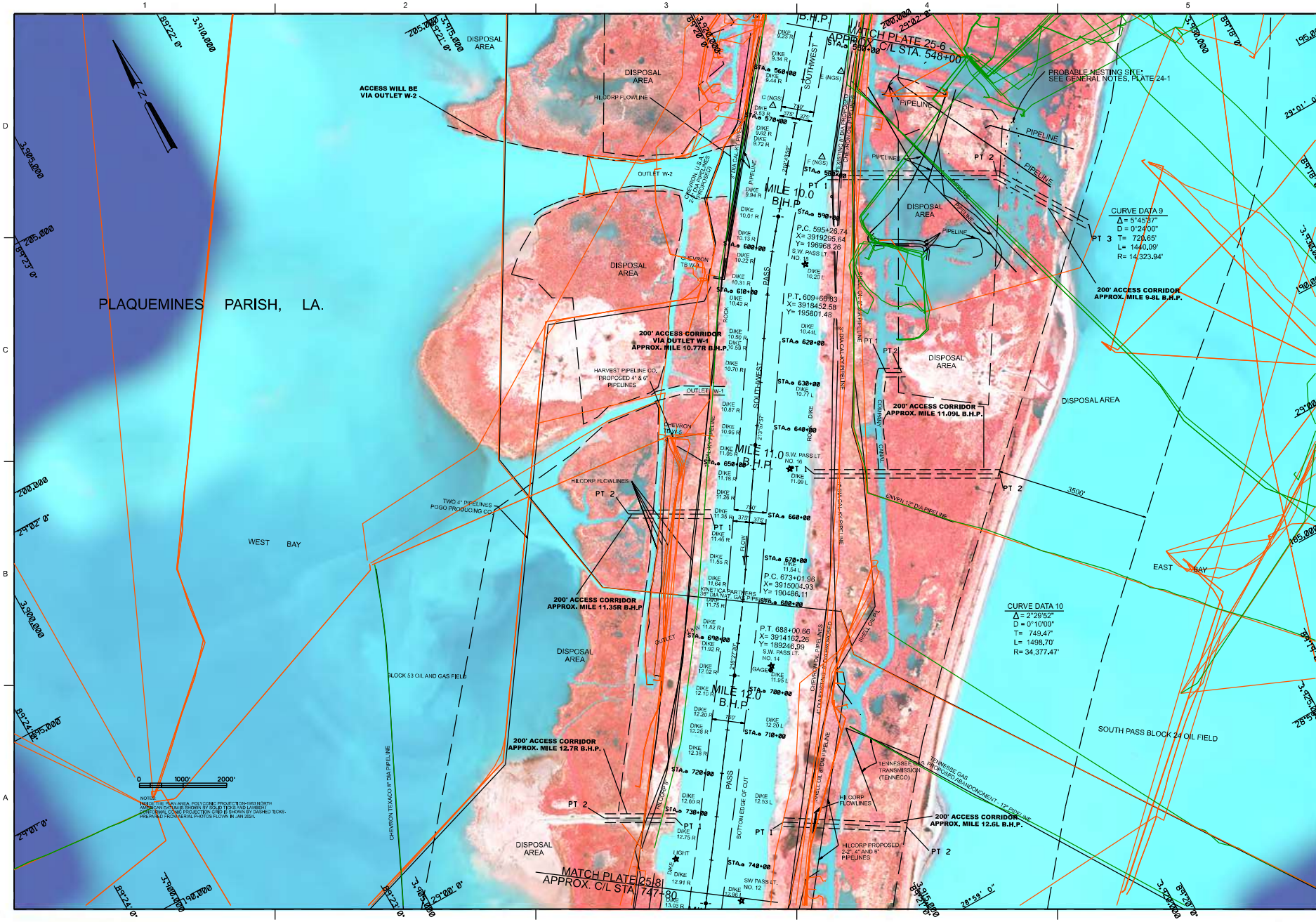
PLATE
25-6



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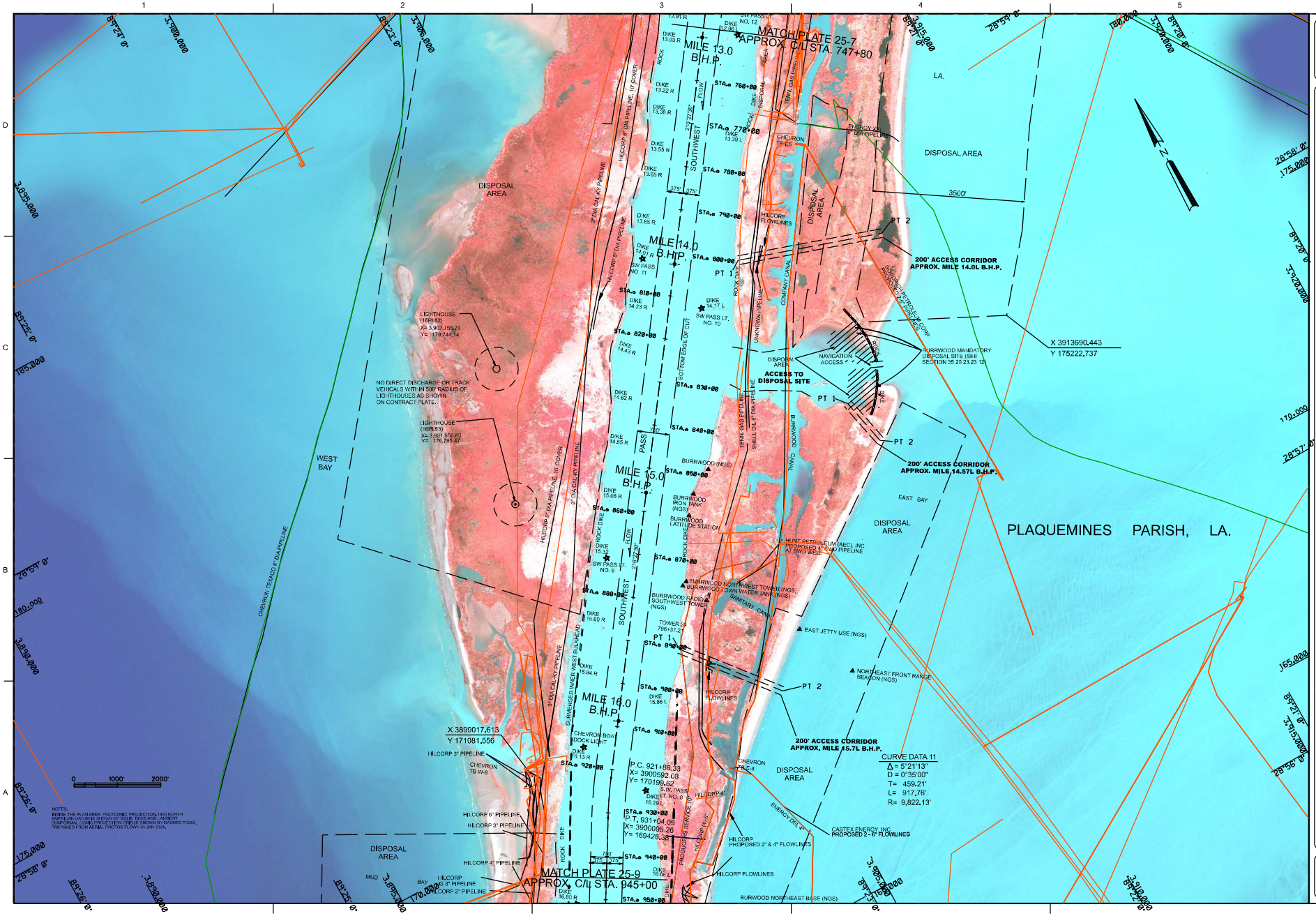
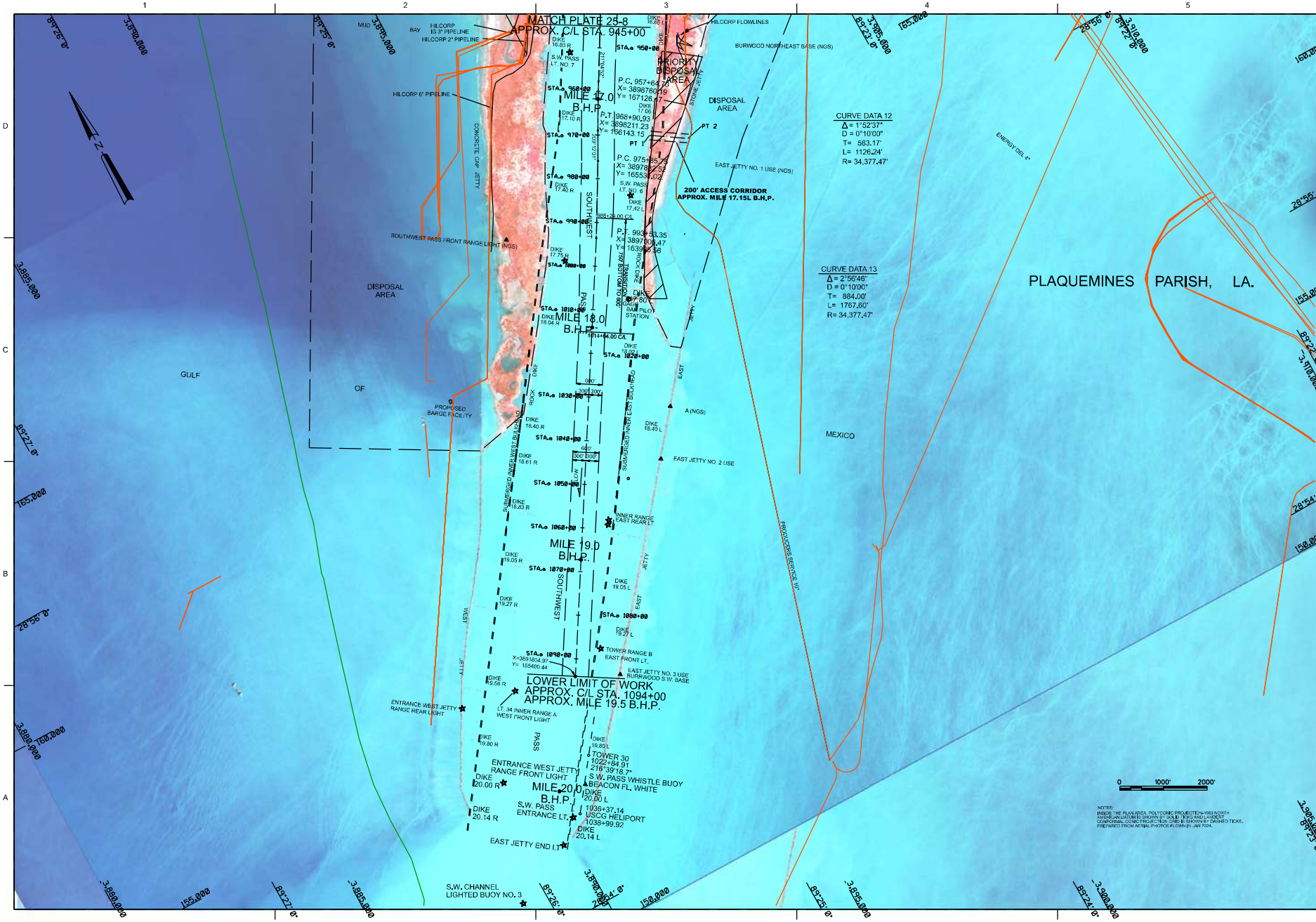
SOUTHWEST PASS CUTTERHEAD DREDGE
NON-CONTINUOUS MILE 6.0 AHP TO MILE 19.5 BHP, C/L STA. 2867+32 TO C/L STA. 1094+00

PLATE 25-7



MISSISSIPPI RIVER DREDGING
SOUTHWEST PASS CUTTERHEAD DREDGE
NON-CONTINUOUS MILE 6.0 AHP TO MILE 19.5 BHP, C/L STA. 2867+32 TO C/L STA. 1094+00

PLATE 25-8



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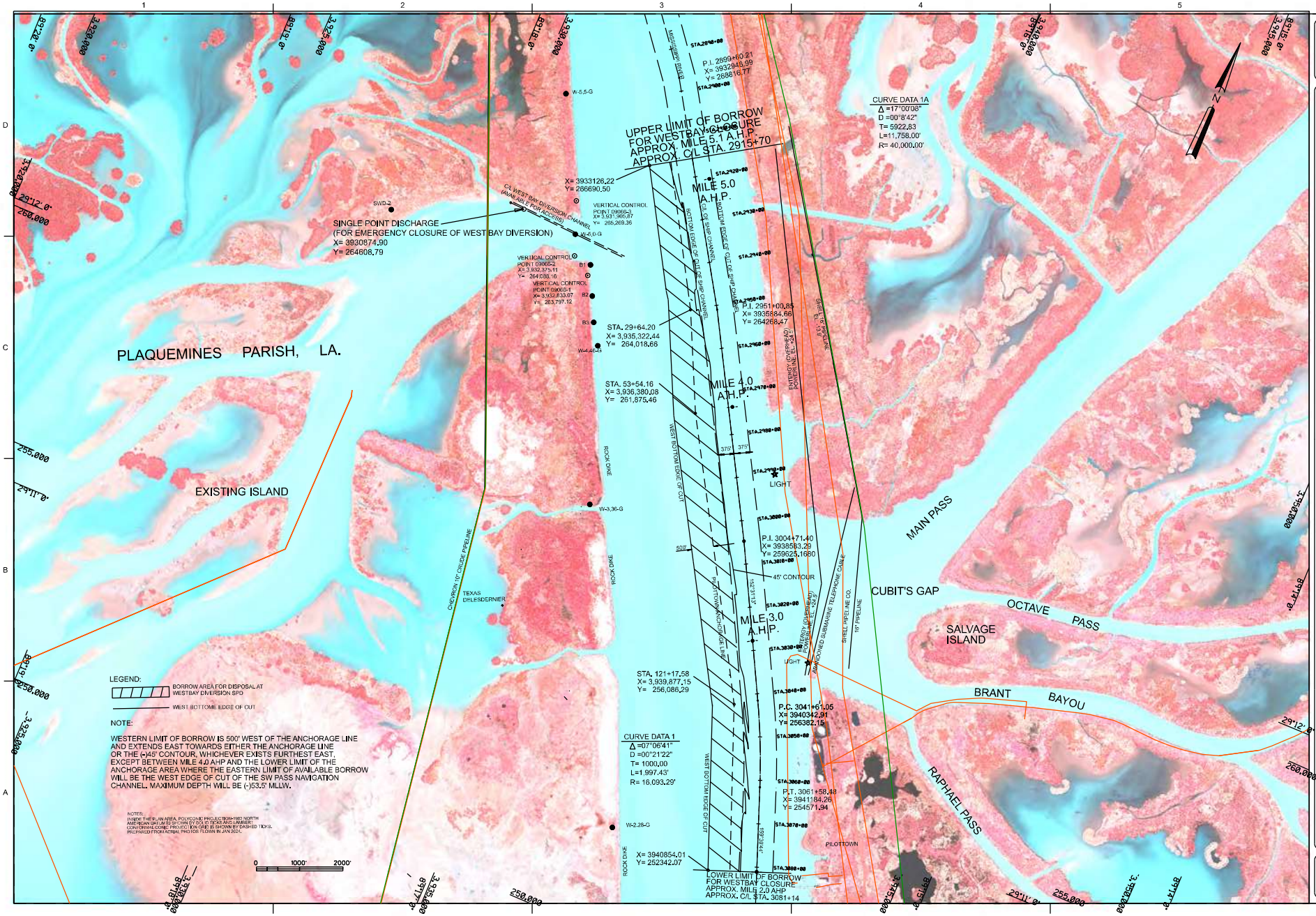
SOUTHWEST PASS CUTTERHEAD DREDGE
NON-CONTINUOUS MILE 6.0 AHP TO MILE 19.5 BHP, C/L STA. 2867+32 TO C/L STA. 1094+00

PLATE 25-9



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SOUTHWEST PASS CUTTERHEAD DREDGE
NON-CONTINUOUS MILE 6.0 AHP TO MILE 19.5 BHP, C/L STA. 2867+32 TO C/L STA. 1094+00

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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 paragraph entitled "Dredge Events"), 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".

Sensor values reported in a work event shall represent a weighted average with the highest and lowest values not included in the calculated average for the given interval. The averaging routine used shall be consistent across all event triggers. This information shall be documented in the DPIP sections that say "Calculations done external to the instrumentation".

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 ft. 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 +/- 0.1 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 <u>only</u> 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 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 data 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 3.2.1 "Option 1: Computer Requirements" through 3.2.3 "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 Professional Operating System or later 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. The telemetry system shall always be available and have connectivity in the contract area. 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, and 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. Portions 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 options outlined in paragraphs 3.2.1 "Option 1: Computer Requirements" through 3.2.5 "Internet Access". 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 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 --