

THIS IS AN UNRESTRICTED PROCUREMENT

AWARD # **W91278-17-C-0018**
CADD CODE: **CH15CB17**

**MsCIP COMPREHENSIVE BARRIER ISLAND
RESTORATION PROJECT**

CAT ISLAND BEACH AND DUNE FILL

HARRISON COUNTY, MISSISSIPPI

THIS IS A CIVIL WORKS PROGRAM PROCUREMENT AND IS NOT FUNDED BY THE DEPARTMENT OF
DEFENSE

“GOOD ENGINEERING RESULTS IN A BETTER ENVIRONMENT”



US Army Corps of Engineers
BUILDING STRONG[®]

U.S. ARMY ENGINEER DISTRICT, MOBILE
109 St. Joseph St
Mobile, Alabama 36602



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SOLICITATION, OFFER AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGES OF PAGES
	W91278-17-B-0001	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5 JAN 2017	1 OF 2

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

4. CONTRACT NO. W91278-17-C-0018	5. REQUISITION/PURCHASE REQUEST NO. W31XNJ71086289	6. PROJECT NO. CH15CB17
7. ISSUED BY U.S. ARMY ENGINEER DISTRICT, MOBILE CONTRACTING DIVISION (CESAM-CT) (109 ST. JOSEPH ST. 36602) P.O. BOX 2288 MOBILE, AL 36628-0001	CODE CT	8. ADDRESS OFFER TO SAME AS BLOCK 7 IF HAND CARRIED, DELIVER TO ROOM 1009
9. FOR INFORMATION CALL : 251-690-2553	A. NAME Cedric D. Rahming	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)

SOLICITATION

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

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

MSCIP COMPREHENSIVE BARRIER ISLAND RESTORATION PROJECT, CAT ISLAND BEACH AND DUNE FILL, HARRISON COUNTY, MS

11. The Contractor shall begin performance within 30 calendar days and complete it within ~~180~~ 240 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See **Task Order**.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copy to perform the work required are due at the place specified in Item 8 by 2:00pm (hour) local time 29 MAR 2017 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. **SEALED ENVELOPES CONTAINING OFFERS SHALL BE MARKED TO SHOW THE OFFEROR'S NAME AND ADDRESS, THE SOLICITATION NUMBER, AND THE DATE AND TIME OFFERS ARE DUE.**

B. An offer guarantee is, is not required.

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

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

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) Manson Construction Co. 5209 East Marginal Way S. Seattle, WA 98134 Cage Code No. 0FCP9 Duns No. 00-794-2824		15. TELEPHONE NO. (Include area code) (904) 821-0211 Fax (904) 443-6251
CODE FACILITY CODE		16. REMITTANCE ADDRESS (Include only if different than Item 14) Manson Construction Co. 5985 Richard Street Ste 1 Jacksonville, FL 32216

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 120 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement)

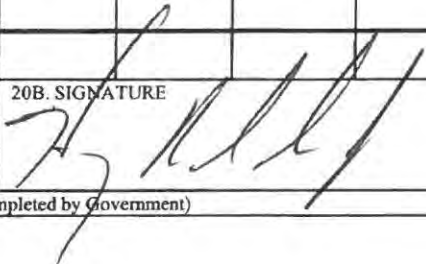
AMOUNTS See Bid Schedule

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.	0001	0002							
DATE	02/02/17	02/22/17							

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Henry R. Schorr, Jr. - Vice President	20B. SIGNATURE 	20C. OFFER DATE 3/9/2017
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

SEE SCHEDULE OF PRICES

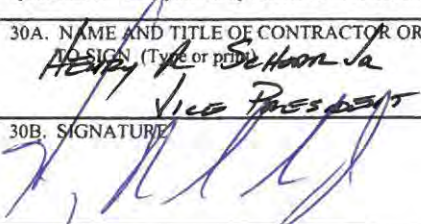
22. AMOUNT \$14,293,598.40	23. ACCOUNTING AND APPROPRIATION DATA 96 NA X 2014 3125 000 0000 CCS: 33E K5 2014 08 2446 321379 96015 3230 5H8449 NA 5345D0
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM 7	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
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26. ADMINISTERED BY CODE W91278 ENDIST Mobile Contracting Division 109 Saint Joseph Street Mobile, AL 3660	27. PAYMENT WILL BE MADE BY USACE Finance Center - Disbursing Office 5722 Integrity Drive Millington, TN 38054-5005
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input checked="" type="checkbox"/> 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.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print) Henry R. Schorr Jr. Vice President	31A. NAME OF CONTRACTING OFFICER (Type or print) Kyle M. Rodgers
30B. SIGNATURE 	31B. UNITED STATES OF AMERICA 2017.04.28 16:09:55 -05'00' E Kyle M. Rodgers
30C. DATE 5/1/17	31C. AWARD DATE 4/28/2017

STANDARD FORM 1442 BACK (REV. 4-85)

Reissued by Amendment No. W91278-17-B-0001-0002

BIDDER'S NAME: Manson Construction Co.

BIDDING SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
1.	Mobilization and Demobilization	(b)(4)	Job	(b)(4)	(b)(4)
2.	Beach and Dune Fill		CY		
3.	Beach Tilling		AC		
4.	Mississippi State Sales		%		

Total Bid \$14,293,598.40

OFFEROR ELECTS TO WAIVE THE PRICE EVALUATION PREFERENCE
FOR HUBZONE SMALL BUSINESS CONCERNS: () NO () YES

(SEE BIDDING SCHEDULE NOTE NOS. 7 AND 8)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individuals(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OM
0348-0046

Reporting Entity: _____ Page _____ of _____

PROMPT PAYMENT CERTIFICATION AND SUPPORTING DATA FOR CONTRACTOR PROGRESS PAYMENT INVOICE

Contractor Name and Address	Contract No.	Est. No.	Date	Discount Terms
Description and Location of Work	Designated Contractor Official and Address for Payment		Defective Invoice Notification (Name, Title, Telephone)	
Subcontractor Name	Total Amount Subcontracted	Subcontractor Amount Included This Payment Est	Previous Subcontractor Payments	Subcontractor Earnings Deducted by Contractor (Total to Date)
				<div style="text-align: right;"> _____ \$ </div>

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) Payments to subcontractors and suppliers have been made from previous payments received under the contract, 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; and
- (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.

 (NAME)
 (TITLE)

 (DATE)

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Section 00600

Representations & Certifications

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52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.

(2) The small business size standard is \$27,500,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) 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:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

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

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

- (v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.209-11, Representation by Corporations Regarding Elinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.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 paragraph (c) 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 clause 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 Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.225-25 – Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications.

As prescribed at 25.1103(e), insert the following provision:

Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification (Oct 2015)

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

Person--

(1) Means--

- (i) A natural person;
- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
- (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--

- (1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
- (3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

- (1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and
- (2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(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 post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

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

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

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

- (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) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.
- (iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
- (v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities-- Representations. Applies to solicitations for the acquisition of commercial satellite services.
- (vi) 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.
- (vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.
- (viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.
- (ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

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

- (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.
- (iii) 252.225-7020, Trade Agreements Certificate.
- Use with Alternate I.
- (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.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.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 Clause #	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)

PLANT AND EQUIPMENT SCHEDULE

PLANT TO BE USED

No.	Type	Capacity	Manufacture	Age and Condition	Location
1	30" Hydraulic Cutter Suction-Dredge, 7720 HP, Diesel	~650,000 CY/month	Halimar/IHC	New, Excellent Condition	Morgan City, LA

NOTE: In preparing the above tabulation the bidder shall insert the following information under the appropriate heading, using a separate line for each major item and an additional page if necessary.

(a) Number. For dredges give identifying number and name.

(b) Type. Under this heading give description as follows:

For bucket and dipper dredges show bucket capacity in cubic yards, horsepower of hoist engine, type of power, and number of swings per hour; for pipe-line dredges show inside diameter of discharge pipe, horsepower of pump engine, and type of power.

(c) Capacity. Under this heading, state the estimated capacity of the plant in cubic yards per month when working materials similar to those which it is anticipated will be encountered in the performance of the work.

The following statement will be executed by all bidders: The Plant* (will, ~~will not~~) have the facilities for furnishing the meals required by the "ACCOMMODATIONS AND MEALS FOR INSPECTORS" clause of the specifications.

*Delete inapplicable provisions.

*

ENG Form 1619R

*

Section 00700

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52.202-1 DEFINITIONS (NOV 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

- (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

52.203-7 Anti-Kickback Procedures. (MAY 2014)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) 41 U.S.C. chapter 87, Kickbacks, prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

(a) If the Government receives information that a contractor or a person has violated 41 U.S.C. 2102-2104, Restrictions on Obtaining and Disclosing Certain Information, the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct violates 41 U.S.C. 2102 for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct punishable under 41 U.S.C. 2105(a).

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of 41 U.S.C. 2102 or 2103, as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse

impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the statute by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

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

Agency means executive agency as defined in Federal Acquisition Regulation (FAR) 2.101.

Covered Federal action means any of the following actions:

- (1) Awarding any Federal contract.
- (2) Making any Federal grant.
- (3) Making any Federal loan.
- (4) Entering into any cooperative agreement.
- (5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

Indian tribe and tribal organization have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

Local government means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Officer or employee of an agency includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

Person means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Reasonable compensation means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

Reasonable payment means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

Recipient includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352, the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contractor the extension, continuation, renewal, amendment, or modification of this contract.

- (1) The term appropriated funds does not include profit or fee from a covered Federal action.
- (2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) Exceptions. The prohibition in paragraph (b) of this clause does not apply under the following conditions:

- (1) Agency and legislative liaison by Contractor employees.

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern--

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub.L. 95-507, and subsequent amendments.

(2) Professional and technical services. (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) Disclosure. (1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) Penalties. (1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C.1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) Subcontracts. (1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$150,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding \$150,000.

(End of clause)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

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

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require-

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

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).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

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

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

(b) Code of business ethics and conduct. (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5.5 million and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

Contracting Officer
US Army Corps of Engineers, Mobile District
Contracting Division

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s.)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million , except when the subcontract--

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

(End of clause)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)

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

Postconsumer fiber means—

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
- (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

52.204-7 Alternate I SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

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

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the System for Award Management SAM database means that--

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record ``Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the System for Award Management prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. If registration prior to award is not possible, the awardee shall be registered in the System for Award Management within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
(OCT 2015)

- (a) Definitions. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

Month of award means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
- (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d)(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, the Contractor shall report the following information at <http://www.fsrs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor.

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsrs.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$30,000 to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the

subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the

contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

52.204-13 SYSTEM FOR AWARD MANAGEMENT Maintenance (JULY 2013)

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

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

Data Universal Numbering System+4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

Registered in the System for Award Management (SAM) database means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record ``Active".

System for Award Management (SAM) means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)(1)(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

(End of clause)

52.204-21 – Basic Safeguarding of Covered Contractor Information Systems.

As prescribed in 4.1903, insert the following clause:

Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

(a) *Definitions.* As used in this clause--

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)

(a) Definition. Commercially available off-the-shelf (COTS) item, as used in this clause--

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

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

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

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

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

(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$35,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$35,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that--

(1) Exceeds \$35,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(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 (FAPIS) 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 database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.209-9 – Updates of Publicly Available Information Regarding Responsibility Matters (July 2013)

As prescribed in 9.104-7(c), insert the following clause:

Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government;
or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the

information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)

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

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

52.210-1 Market Research (APR 2011)

(a) Definition. As used in this clause--

Commercial item and nondevelopmental item have the meaning contained in Federal Acquisition Regulation 2.101.

(b) Before awarding subcontracts over the simplified acquisition threshold for items other than commercial items, the Contractor shall conduct market research to--

(1) Determine if commercial items or, to the extent commercial items suitable to meet the agency's needs are not available, nondevelopmental items are available that--

- (i) Meet the agency's requirements;
 - (ii) Could be modified to meet the agency's requirements; or
 - (iii) Could meet the agency's requirements if those requirements were modified to a reasonable extent; and
- (2) Determine the extent to which commercial items or nondevelopmental items could be incorporated at the component level.

(End of clause)

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

The Contractor shall be required to (a) commence work under this contract within **Thirty (30)** 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 **One Hundred and Eighty (180)** calendar days after receiving the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$5,535.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

52.214-26 -- Audit and Records -- Sealed Bidding.

As prescribed in 14.201-7(a)(1), insert the following clause:

Audit and Records -- Sealed Bidding (Oct 2010)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Certified cost or pricing data.* If the Contractor has been required to submit certified cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the certified cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to --

- (1) The proposal for the modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the modification; or
- (4) Performance of the modification.

(c) *Comptroller General.* In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause and also the right to interview any current employee regarding such transactions.

(d) *Availability.* The Contractor shall make available at its office at all reasonable times the materials described in paragraph (b) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

- (1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.
- (2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of certified cost or pricing data.

(End of Clause)

52.214-27 Price Reduction for Defective CERTIFIED Cost or Pricing Data - Modifications - Sealed Bidding.
(AUG 2011)

(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of certified cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.403-1(b) applies.

(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because

(1) the Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) a subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) above.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:

(1) the actual subcontract; or

(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(d) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made:

(1) the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted;

(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer;

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract; or

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) Except as prohibited by subdivision (d)(2)(ii) of this clause:

(i) an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if:

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the certified cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if:

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid:

(1) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data which were incomplete, inaccurate, or noncurrent.

(End of clause)

52.214-28 Subcontractor CERTIFIED Cost or Pricing Data - Modifications - Sealed Bidding. (OCT 2010)

(a) The requirements of paragraphs (b) and (c) of this clause shall—

(1) Become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4(a)(1); and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later, or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), as part of the subcontractor's proposal in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1(b) applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR subsection 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4(a)(1).

(End of clause)

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)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)

(a) Definitions. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)

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

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d)(1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include--

(i) HUBZone small business database search application Web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or <http://www.sba.gov/hubzone>;

(ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or

(iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

(End of clause)

52.219-9 -- Small Business Subcontracting Plan ALT I (NOV 2016)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 *et seq.*), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual subcontracting plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master subcontracting plan” means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

“Total contract dollars” means the final anticipated dollar value, including the dollar value of all options.

(c)

(1) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the bidder is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and

made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

(2)

(i) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if--

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626--

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns, and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will --

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
- (iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts intended for use by multiple agencies;
- (iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;
- (v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
- (vi) Provide its prime contract number, its DUNS number, and the email address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the email address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if--

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52.219-8(d)(2).

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided --

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a modification exceeds the subcontracting plan threshold in 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier

subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an *ISR*, the Contractor shall submit a corrected report within 30 days of receiving the notice of *ISR* rejection.

(ii)

(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(3) or 19.301-2(e), the Contractor's achievements must be reported in the *ISR* on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the *ISR* resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR*.

(i) Reports submitted under individual contract plans.

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$700,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan.

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of Clause)

52.219-16 Liquidated Damages-Subcontracting Plan (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor

pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

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

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

(3) For long-term contracts--

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

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

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

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

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

The Contractor represents that it () is, () is not a small business concern under NAICS Code 237990- assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

52.222-3 Convict Labor (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 Contract Work Hours and Safety Standards - Overtime Compensation. (MAY 2014)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 Construction Wage Rate Requirements (MAY 2014)

(a) Definition.—“Site of the work”—

(1) Means—

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements statute poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (MAY 2014)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Construction Wage Rate Requirements statute prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (MAY 2014)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) (Construction Wage Rate

Requirement statute)), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Construction Wage Rate Requirements, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph(a) of this clause, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division website at <http://www.dol.gov/whd/forms/wh347.pdf>. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the

Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (JUL 2005)

(a) Apprentices. (1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed--

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)

(a) Definition. Construction, alteration or repair, as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation--

- (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
- (2) Painting and decorating;
- (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
- (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of work" as defined in the FAR clause at 52.222-6, Construction Wage Rate Requirements of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of work" definition; and
- (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of work" definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the "site of the work" definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled--

- (1) Construction Wage Rate Requirements;
- (2) Contract Work Hours and Safety Standards--Overtime Compensation (if the clause is included in this contract);
- (3) Apprentices and Trainees;
- (4) Payrolls and Basic Records;
- (5) Compliance with Copeland Act Requirements;
- (6) Withholding of Funds;

(7) Subcontracts (Labor Standards);

(8) Contract Termination--Debarment;

(9) Disputes Concerning Labor Standards;

(10) Compliance with Construction Wage Rate Requirements and Related Regulations; and

(11) Certification of Eligibility.

(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

(End of clause)

52.222-12 CONTRACT TERMINATION--DEBARMENT (MAY 2014)

A breach of the contract clauses entitled Construction Wage Rate Requirements, Contract Work Hours and Safety Standards--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Construction Wage Rate Requirements and Related Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

52.222-13 Compliance With Construction Wage Rate Requirements and Related Regulations (MAY 2014)

All rulings and interpretations of the Construction Wage Rate Requirements and related statutes contained in 29 CFR parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014)

(a) By entering into this contract, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

52.222-17 Nondisplacement of Qualified Workers (MAY 2014)

(a) Service employee, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or (ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also

contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set

forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the

Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

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

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2015)

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

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer,

(v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply

to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 2015)

(a) Definitions. "Covered area" means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary" means the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number" means the Federal Social Security number used on the employer's quarterly Federal tax return, U.S. Treasury Department Form 941.

"Gender identity" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

"Minority" means --

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

“Sexual orientation” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the

geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have

employment opportunities available, and maintain a record of the organizations' responses.

- (3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.
- (4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.
- (6) Disseminate the Contractor's equal employment policy by--
 - (i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;
 - (ii) Including the policy in any policy manual and in collective bargaining agreements;
 - (iii) Publicizing the policy in the company newspaper, annual report, etc.;
 - (iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and
 - (v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.
- (7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.
- (9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.
- (11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

(o) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

(a) Definitions. As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in FAR 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (i.e., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (i.e., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at <http://www.dol.gov/vets/vets4212.htm>).

(d) The Contractor shall file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date--

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
(DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is

customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by

the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

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

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

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

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

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

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

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

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

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

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A)) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees and agents of--

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for

the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in--

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation. (1) The Contractor shall, at a minimum--

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from--

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan. (1) This paragraph (h) applies to any portion of the contract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate--

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting. (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at

the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that--

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either--

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that--

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.222-54 – Employment Eligibility Verification.

As prescribed in 22.1803, insert the following clause:

Employment Eligibility Verification (Oct 2015)

(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 item (as defined in paragraph (1) of the definition at 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 requirement 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: <http://www.dhs.gov/E-Verify>.

(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) Commercial or noncommercial 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)

52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)

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

``United States" means the 50 states and the District of Columbia.

``Worker"--

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and --

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541;

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) Executive Order minimum wage rate. (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provideduplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition--

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to--

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to--

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts,

in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records. (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEVIATION) (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--

(1) The product cannot be acquired--

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)).

For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall--

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than--

(i) December 31 of each year during contract performance; and

(ii) At the end of contract performance.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who

has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to

suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
(AUG 2011)

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

Driving—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to--

(1) Adopt and enforce policies that ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as--

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

(End of clause)

52.225-11 BUY AMERICAN--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2016)

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

Caribbean Basin country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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

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

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

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

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

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

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

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

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

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia,

Liechtenstein, Lithuania, Luxembourg, Malta, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

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

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

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

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

Least developed country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“Free Trade Agreement country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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

WTO GPA country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

NONE

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

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

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

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

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

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American -- Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination

regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac/>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in

accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute a not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent--

(1) Embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract; or

(2) Used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a United States patent shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in the Contractor's possession pertaining to such claim or suit.

Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed the simplified acquisition threshold.

(End of clause)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (DEC 2007)

Except as otherwise provided, the Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(End of clause)

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 twenty (20%) percent of the bid price or \$3,000,000.00, whichever is less.-

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

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

(End of provision)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.228-11 PLEDGES OF ASSETS (JAN 2012)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

- (1) Pledge of assets; and
- (2)) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form); and/or

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) A mortgagee title insurance policy, in an insurance amount equal to the amount of the lien, or other evidence of title that is consistent with the requirements of Section 2 of the United States Department of Justice Title Standards at http://www.justice.gov/enrd/ENRD_Assets/Title_Standards_2001.pdf. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-12 Prospective Subcontractor Requests for Bonds. (MAY 2014)

In accordance with section 806(a)(3) of Pub. L. 102-190, as amended by sections 2091 and 8105 of Pub. L. 103-355 (10 U.S.C. 2302 note), upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to 40 U.S.C. chapter 31, subchapter III, Bonds, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to 40 U.S.C. chapter 31, subchapter III, Bonds, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d)(1) Only federally insured financial institutions rated investment grade by a commercial rating service shall issue or confirm the ILC.

(2) Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.

(3) The Offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institutions have the required credit rating as of the date of issuance of the ILC.

(4) The current rating for a financial institution is available through any of the following rating services registered with the U.S. Securities and Exchange Commission (SEC) as a Nationally Recognized Statistical Rating Organization (NRSRO). NRSRO's can be located at the Web site <http://www.sec.gov/answers/nrsro.htm> maintained by the SEC.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _ _ _ _

IRREVOCABLE LETTER OF CREDIT NO. ____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (for reference only)

TO: [___ U.S. Government agency]

[___ U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ ____ . This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [___ issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on ____ , or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. _____ -- (Insert version in effect at the time of ILC issuance, e.g., "Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of ____ -- [State of confirming financial institution, if any, otherwise State of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[___ Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

____ [Confirming Financial Institution's Letterhead or Name and Address]

(Date) ____

Our Letter of Credit Advice Number ____

Beneficiary: ____ [U.S. Government agency]

Issuing Financial Institution: ____

Issuing Financial Institution's LC No.: ____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by ____ [name of issuing financial institution] for drawings of up to United States dollars ____/U.S. \$ ____ and expiring with our close of business on ____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at ____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. ____ -- (Insert version in effect at the time of ILC issuance, e.g., ``Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of ____--[State of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) ____

[Name and address of financial institution]

Pay to the order of ____ [Beneficiary Agency] the sum of United States ____ This draft is drawn under Irrevocable Letter of Credit No. ____

____ [Beneficiary Agency]

By: ____

(End of clause)

52.228-15 Performance and Payment Bonds--Construction (OCT 2010)

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

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)

(a) As used in this clause—

“After-imposed Federal tax” means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

“After-relieved Federal tax” means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

“All applicable Federal, State, and local taxes and duties” means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

“Contract date” means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

“Local taxes” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b)(1) The contract price includes all applicable Federal, State, and local taxes and duties, except as provided in subparagraph (b)(2)(i) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000C may not be—

(i) Included in the contract price; nor

(ii) Reimbursed.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor’s fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(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)

52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)

The need for customary progress payments conforming to the regulations in Subpart 32.5 of the Federal Acquisition Regulation (FAR) will not be considered as a handicap or adverse factor in the award of the contract. The Progress Payments clause included in this solicitation will be included in any resulting contract, modified or altered if necessary in accordance with subsection 52.232-16 and its Alternate I of the FAR. Even though the 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 clause)

52.232-16 PROGRESS PAYMENTS (APR 2012)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

- (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
 - (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
 - (5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.
 - (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.
- (d) Title.
- (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
 - (2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.
 - (i) Parts, materials, inventories, and work in process;
 - (ii) Special tooling and special test equipment to which the Government is to acquire title;
 - (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d) (2)(ii) of this clause; and
 - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
 - (3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.
 - (4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.
 - (5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall
 - (i) exclude the allocable costs of the property from the costs of contract performance, and
 - (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.
 - (6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--
 - (i) Delivered to, and accepted by, the Government under this contract; or
 - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
 - (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in 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. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments **14 days** after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m)) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.232-17 INTEREST (MAY 2014)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of

becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in paragraph (e) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(c) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

- (1) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
- (2) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (3) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (d) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (e) Amounts shall be due at the earliest of the following dates:
 - (1) The date fixed under this contract.
 - (2) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (f) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--
 - (1) The date on which the designated office receives payment from the Contractor;
 - (2) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (3) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (g) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)

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 contract 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 contract 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)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f)) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor.

EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of Clause)

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

52.233-1 Disputes. (MAY 2014)

- (a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.
- (b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201,

interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take

all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(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 Fifteen (15%) 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)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by [insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].

(b) Weather conditions (insert a summary of weather records and warnings).

(c) Transportation facilities (insert a summary of transportation facilities providing access from the site, including information about their availability and limitations.

(d) (insert other pertinent information).

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or

use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.
(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(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)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time

such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(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)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2016)

(a) Definitions.

"Commercial item", has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509), if the subcontract exceeds \$5.5 million and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212(a));

- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016)(38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xi) 52.222-55, Minimum Wages under Executive Order 13658 (DEC 2015).
- (xii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.
- (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

- (a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not--
 - (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or
 - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

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

International air transportation means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

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

U.S.-flag air carrier means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

(d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

STATEMENT OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): [State reasons]: _____

(End of statement)

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (OCT 2015)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs(c) (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in

accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$70,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1

year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of the Government property.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include—

(i) Acts of God or of the public enemy,

(ii) Acts of the Government in either its sovereign or contractual capacity,

(iii) Acts of another Contractor in the performance of a contract with the Government,

(iv) Fires,

(v) Floods,

(vi) Epidemics,

(vii) Quarantine restrictions,

(viii) Strikes,

(ix) Freight embargoes,

(x) Unusually severe weather, or

(xi) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

(d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) Definition. Covered DoD official, as used in this clause, means an individual that--

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served--

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: Program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on this contract;

(2) On the board of directors of the Contractor;

(3) As a consultant, agent, or representative for the Contractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of the Contractor with regard to this contract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that the Contractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly--

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

- (2) The nature of the conviction and resultant sentence or punishment imposed;
 - (3) The reasons for the requested waiver; and
 - (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone 301-937-1542; www.ojp.usdoj.gov/BJA/grant/DPFC.html.

(End of clause)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 2409, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.
- (b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.

(End of clause)

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)

The agency office of the Inspector General referenced in paragraphs (c) and (d) of FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct, is the DoD Office of Inspector General at the following address:

Department of Defense Office of Inspector General, Investigative Policy and Oversight, Contractor Disclosure Program, 4800 Mark Center Drive, Suite 11H25, Alexandria, VA 22350-1500.

Toll Free Telephone: 866-429-8011.

(End of clause)

252.203-7004 Display of Hotline Posters. (OCT 2016)

As prescribed in 203.1004(b)(2)(ii), use the following clause:

DISPLAY OF HOTLINE POSTERS (OCT 2016)

- (a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.
- (b) *Display of hotline poster(s).*

(1)(i) The Contractor shall display prominently the DoD fraud, waste, and abuse hotline poster prepared by the DoD Office of the Inspector General, in effect at time of contract award, in common work areas within business segments performing work under Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from—

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations – Hotline, 245 Murray Lane SW, Washington, DC 20528-0305; or

(ii) Via the internet at https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg.

(c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, D.C. 20301-1900, or is also available via the internet at http://www.dodig.mil/hotline/hotline_posters.htm.

(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the required poster at the website.

(d) *Subcontracts*. The Contractor shall include this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2015)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Contractor information system means an information system belonging to, or operated by or for, the Contractor.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified information that--

(i) Is--

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) Controlled technical information.

(B) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act

effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift,

intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapid(ly) report(ing) means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall--

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum--

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government--

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause--

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other security measures when the Contractor reasonably determines that such measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify

compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m)) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties;

and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (OCT 2015)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$35,000 with a firm, or a subsidiary of a firm, that is identified in the Exclusions section of the System for Award Management System (SAM Exclusions) as being ineligible for the award

of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, in SAM Exclusions, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in SAM Exclusions.

(End of clause)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)
(DEVIATION 2016-O0009)

Basic. As prescribed in 219.708(b)(1)(A)(1) and (b)(1)(A)(I), use the following clause:

SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)—BASIC (DEVIATION 2016-O0009)
(AUG 2016)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions.* “Summary Subcontract Report (SSR) Coordinator,” as used in this clause, means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense (9700) and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the Department of Defense.

(b) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor’s small business subcontracting goal.

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to—

- (1) Protege firms which are qualified organizations employing the severely disabled; and
- (2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the Contractor's cognizant contract administration activity.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor shall identify the Government agency in Block 7 (“Agency to which the report is being submitted”) by selecting “Department of Defense (DoD) (9700)” from the top of the second dropdown menu. The contractor shall not select anything lower. follows:

For DoD, the authority to acknowledge receipt or reject reports in eSRS is as

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.

(ii) The authority to acknowledge receipt or reject SSRs resides with the SSR Coordinator.

(End of clause)

Alternate I. In orders against basic ordering agreements and blanket purchase agreements, and as prescribed in 219.708(b)(1)(A) and (b)(1)(A)(2), use the following clause, which uses a different paragraph (f) than the basic clause.

SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)— ALTERNATE I
(DEVIATION 2016-O0009) (AUG 2016)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions.* “Summary Subcontract Report (SSR) Coordinator,” as used in this clause, means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense (9700) and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the Department of Defense.

(b) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor’s small business subcontracting goal.

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to—

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the Contractor's cognizant contract administration activity.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Standard Form 294, Subcontracting Report for Individual Contracts, shall be submitted in accordance with the instructions on that form.

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the Contractor shall identify the Government agency in Block 7 (“Agency to which the report is being submitted”) by selecting “Department of Defense (DoD) (9700)” from the top of the second dropdown menu. The Contractor shall not select anything lower.

(2) For DoD, the authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator.

(End of clause)

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

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

Covered subcontractor means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

Subcontract means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.

(b) The Contractor--

(1) Agrees not to--

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration--

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration--

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS--BASIC (SEP 2014)

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

Storage means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

Toxic or hazardous materials means--

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR Part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing, treating, or disposing of toxic or hazardous materials not owned by DoD on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense. A charge may be assessed for any storage or disposal authorized under any of the exceptions to 10 U.S.C. 2692. If a charge is to be assessed, then such assessment shall be identified elsewhere in the contract with payment to the Government on a reimbursable cost basis.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that require, may require, or permit a subcontractor access to a DoD installation, at any subcontract tier.

(End of clause)

252.223-7008 Prohibition of Hexavalent Chromium (JUN 2013)

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

Homogeneous material means a material that cannot be mechanically disjointed into different materials and is of uniform composition throughout.

(1) Examples of homogeneous materials include individual types of plastics, ceramics, glass, metals, alloys, paper, board, resins, and surface coatings.

(2) Homogeneous material does not include conversion coatings that chemically modify the substrate.

Mechanically disjointed means that the materials can, in principle, be separated by mechanical actions such as unscrewing, cutting, crushing, grinding, and abrasive processes.

(b) Prohibition.

(1) Unless otherwise specified by the Contracting Officer, the Contractor shall not provide any deliverable or construction material under this contract that--

(i) Contains hexavalent chromium in a concentration greater than 0.1 percent by weight in any homogenous material; or

(ii) Requires the removal or reapplication of hexavalent chromium materials during subsequent sustainment phases of the deliverable or construction material.

(2) This prohibition does not apply to hexavalent chromium produced as a by-product of manufacturing processes.

(c) If authorization for incorporation of hexavalent chromium in a deliverable or construction material is required, the Contractor shall submit a request to the Contracting Officer.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for commercial items, that are for supplies, maintenance and repair services, or construction materials.

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)

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

Component means any item supplied to the Government as part of an end product or of another component.

End product means supplies delivered under a line item of this contract.

Qualifying country means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia
Austria
Belgium
Canada
Czech Republic
Denmark
Egypt
Finland
France
Germany
Greece
Israel
Italy
Luxembourg
Netherlands
Norway
Poland
Portugal
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

Structural component of a tent--

(i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);

(ii) Does not include equipment such as heating, cooling, or lighting.

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

U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3) (i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in a qualifying country; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract--

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

252.225-7048 Export-Controlled Items (June 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

- (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);
- (4) The Export Administration Regulations (15 CFR Parts 730-774);
- (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
- (6) Executive Order 13222, as extended.
- (e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

252.227-7000 Non-estoppel. (OCT 1966)

The Government reserves the right at any time to contest the enforceability, validity, scope of, or the title to any patent or patent application herein licensed without waiving or forfeiting any right under this contract.

(End of clause)

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports.

As prescribed in 232.7004(a), use the following clause:

**ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING
REPORTS (JUN 2012)**

(a) *Definitions.* As used in this clause—

- (1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.
- (3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (4) “Receiving report” means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.
- (c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., Power Track, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Government wide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

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

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

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

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

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

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

(c) In general--

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

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

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

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

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

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

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

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

(i) Actual mobilization costs at completion of mobilization;

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

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

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

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

- (1) Furnishing all plant, labor, equipment, appliances, and materials; and
 - (2) Performing all operations required to complete the work in conformity with the drawings and specifications.
- (b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (MAY 2011)

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

(1) Material management and accounting system (MMAS) means the Contractor's system or systems for planning, controlling, and accounting for the acquisition, use, issuing, and disposition of material. Material management and accounting systems may be manual or automated. They may be stand-alone systems or they may be integrated with planning, engineering, estimating, purchasing, inventory, accounting, or other systems.

(2) Valid time-phased requirements means material that is--

- (i) Needed to fulfill the production plan, including reasonable quantities for scrap, shrinkage, yield, etc.; and
- (ii) Charged/billed to contracts or other cost objectives in a manner consistent with the need to fulfill the production plan.

(3) Contractor means a business unit as defined in section 31.001 of the Federal Acquisition Regulation (FAR).

(4) Acceptable material management and accounting system means a MMAS that generally complies with the system criteria in paragraph (d) of this clause.

(5) Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) General. The Contractor shall--

(1) Maintain an MMAS that--

- (i) Reasonably forecasts material requirements;
- (ii) Ensures that costs of purchased and fabricated material charged or allocated to a contract are based on valid time-phased requirements; and
- (iii) Maintains a consistent, equitable, and unbiased logic for costing of material transactions; and

(2) Assess its MMAS and take reasonable action to comply with the MMAS standards in paragraph (e) of this clause.

(c) Disclosure and maintenance requirements. The Contractor shall--

- (1) Have policies, procedures, and operating instructions that adequately describe its MMAS;
- (2) Provide to the Administrative Contracting Officer (ACO), upon request, the results of internal reviews that it has conducted to ensure compliance with established MMAS policies, procedures, and operating instructions; and
- (3) Disclose significant changes in its MMAS to the ACO at least 30 days prior to implementation.

(d) System criteria. The MMAS shall have adequate internal controls to ensure system and data integrity, and shall--

- (1) Have an adequate system description including policies, procedures, and operating instructions that comply with the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement;
- (2) Ensure that costs of purchased and fabricated material charged or allocated to a contract are based on valid time-phased requirements as impacted by minimum/economic order quantity restrictions.
 - (i) A 98 percent bill of material accuracy and a 95 percent master production schedule accuracy are desirable as a goal in order to ensure that requirements are both valid and appropriately time-phased.
 - (ii) If systems have accuracy levels below these, the Contractor shall provide adequate evidence that--
 - (A) There is no material harm to the Government due to lower accuracy levels; and
 - (B) The cost to meet the accuracy goals is excessive in relation to the impact on the Government;
- (3) Provide a mechanism to identify, report, and resolve system control weaknesses and manual override. Systems should identify operational exceptions, such as excess/residual inventory, as soon as known;
- (4) Provide audit trails and maintain records (manual and those in machine-readable form) necessary to evaluate system logic and to verify through transaction testing that the system is operating as desired;
- (5) Establish and maintain adequate levels of record accuracy, and include reconciliation of recorded inventory quantities to physical inventory by part number on a periodic basis. A 95 percent accuracy level is desirable. If systems have an accuracy level below 95 percent, the Contractor shall provide adequate evidence that--
 - (i) There is no material harm to the Government due to lower accuracy levels; and
 - (ii) The cost to meet the accuracy goal is excessive in relation to the impact on the Government;
- (6) Provide detailed descriptions of circumstances that will result in manual or system generated transfers of parts;
- (7) Maintain a consistent, equitable, and unbiased logic for costing of material transactions as follows:
 - (i) The Contractor shall maintain and disclose written policies describing the transfer methodology and the loan/pay-back technique.
 - (ii) The costing methodology may be standard or actual cost, or any of the inventory costing methods in 48 CFR 9904.411-50(b). The Contractor shall maintain consistency across all contract and customer types, and from accounting period to accounting period for initial charging and transfer charging.
 - (iii) The system should transfer parts and associated costs within the same billing period. In the few instances where this may not be appropriate, the Contractor may accomplish the material transaction using a loan/pay-back technique. The "loan/pay-back technique" means that the physical part is moved temporarily from the contract, but the cost of the part remains on the contract. The procedures for the loan/pay-back technique must be approved by the ACO. When the technique is used, the Contractor shall have controls to ensure--
 - (A) Parts are paid back expeditiously;
 - (B) Procedures and controls are in place to correct any overbilling that might occur;
 - (C) Monthly, at a minimum, identification of the borrowing contract and the date the part was borrowed; and
 - (D) The cost of the replacement part is charged to the borrowing contract;

(8) Where allocations from common inventory accounts are used, have controls (in addition to those in paragraphs (d)(2) and (7) of this clause) to ensure that--

(i) Reallocations and any credit due are processed no less frequently than the routine billing cycle;

(ii) Inventories retained for requirements that are not under contract are not allocated to contracts; and

(iii) Algorithms are maintained based on valid and current data;

(9) Have adequate controls to ensure that physically commingled inventories that may include material for which costs are charged or allocated to fixed-price, cost-reimbursement, and commercial contracts do not compromise requirements of any of the standards in paragraphs (d)(1) through (8) of this clause. Government-furnished material shall not be--

(i) Physically commingled with other material; or

(ii) Used on commercial work; and

(10) Be subjected to periodic internal reviews to ensure compliance with established policies and procedures.

(e) Significant deficiencies.

(1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's MMAS. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning--

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval if the Contracting Officer determines that one or more significant deficiencies remain.

(f) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor

shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(g) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's MMAS, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(End of clause)

252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012)

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

(1) Acceptable accounting system means a system that complies with the system criteria in paragraph (c) of this clause to provide reasonable assurance that--

(i) Applicable laws and regulations are complied with;

(ii) The accounting system and cost data are reliable;

(iii) Risk of misallocations and mischarges are minimized; and

(iv) Contract allocations and charges are consistent with billing procedures.

(2) Accounting system means the Contractor's system or systems for accounting methods, procedures, and controls established to gather, record, classify, analyze, summarize, interpret, and present accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management decisions, and may include subsystems for specific areas such as indirect and other direct costs, compensation, billing, labor, and general information technology.

(3) Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) General. The Contractor shall establish and maintain an acceptable accounting system. Failure to maintain an acceptable accounting system, as defined in this clause, shall result in the withholding of payments if the contract includes the clause at 252.242-7005, Contractor Business Systems, and also may result in disapproval of the system.

(c) System criteria. The Contractor's accounting system shall provide for--

(1) A sound internal control environment, accounting framework, and organizational structure;

(2) Proper segregation of direct costs from indirect costs;

(3) Identification and accumulation of direct costs by contract;

(4) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;

(5) Accumulation of costs under general ledger control;

(6) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;

(7) Approval and documentation of adjusting entries;

(8) Management reviews or internal audits of the system to ensure compliance with the Contractor's established policies, procedures, and accounting practices;

(9) A timekeeping system that identifies employees' labor by intermediate or final cost objectives;

(10) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;

(11) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;

(12) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of Federal Acquisition Regulation (FAR) part 31, Contract Cost Principles and Procedures, and other contract provisions;

(13) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;

(14) Segregation of preproduction costs from production costs, as applicable;

(15) Cost accounting information, as required--

(i) By contract clauses concerning limitation of cost (FAR 52.232-20), limitation of funds (FAR 52.232-22), or allowable cost and payment (FAR 52.216-7); and

(ii) To readily calculate indirect cost rates from the books of accounts;

(16) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;

(17) Adequate, reliable data for use in pricing follow-on acquisitions; and

(18) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.

(d) Significant deficiencies.

(1) The Contracting Officer will provide an initial determination to the Contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's accounting system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning--

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's accounting system, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

(End of clause)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been

separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Certified cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

(a) The Contractor is not required to flow down the terms of any Defense Federal Acquisition Regulation Supplement (DFARS) clause in subcontracts for commercial items at any tier under this contract, unless so specified in the particular clause.

(b) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligation.

(c) The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract, including subcontracts for the acquisition of commercial items.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014)

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

"Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

"Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international

waters.

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

- (2)) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- (f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
- (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
 - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or
 - (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
---------------------	------------------------	----------

TOTAL_ _____

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

Section 00800

Special Contract Requirements

Part 31 – EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR
1995).....2

52.249-5000 BASIS FOR SETTLEMENT FOR PROPOSALS2

Part 31 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)

- (a) This special contract requirement does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals, and FAR Part 49.
- (b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region III. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.
- (c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36, Rental Costs. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.
- (d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the SAT, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of special contract requirement)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
- (2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
- (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
- (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of clause)

SECTION 01 00 00

ADDITIONAL SPECIAL CONTRACT REQUIREMENTS
CAT ISLAND BEACH AND DUNE FILL

PART 1 GENERAL

1.1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to (a) commence work under this contract, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the time specified in the Solicitation. If the estimated quantity and actual quantity of the Beach and Dune Fill bid item (s) for this contract 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. The estimated quantity for the Beach and Dune Fill bid item(s) are based on the finished grade elevations as shown on the drawings. Tolerance quantity is not subject to this clause and shall be subtracted from any quantity derived as a basis for equitable adjustment above 115 percent. If the quantity variation subject to the clause 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. Reference paragraph 1.4.1 in SECTION 35 20 25, entitled ORDER OF WORK, for additional information and requirements. The time stated for completion shall include final cleanup of the premises.

1.2 LIQUIDATED DAMAGES - CONSTRUCTION

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages in the amount of \$5,535.00, for each calendar day until the work is completed and accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

1.3 SUBMITTALS

See the technical sections for approval and detail requirements for submittals. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES and the required technical section:

SD-01 Preconstruction Submittals

Survey Plan; G, OP

SD-05 Design Data

Preconstruction Surveys; G, OP

Acceptance Surveys; G, OP

Post-construction Surveys; G, OP

SD-06 Test Reports

Daily Survey Reports

SD-11 Closeout Submittals

Contractor Prepared As-Built Drawings; G, OP

1.4 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS

(a) The Contractor will be furnished with one CD-ROM containing a reproducible copy of the advertised solicitation, including all contract clauses, drawings, and specifications. Paper copies of the specifications and drawings will be the responsibility of the Contractor. The work shall conform to the specifications and the contract drawings listed in the technical provisions.

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

(c) The Contractor shall check all drawings furnished them immediately upon their receipt and shall promptly notify the Contracting Officer of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.

(d) The list of drawings and maps provided in the Index Sheet of the Plans for this solicitation are hereby incorporated by reference into these specifications. Any schedules included in the drawings are for the purpose of defining requirements other than quantities.

NOTE: Refer to the folio of drawings for the index of drawings in this solicitation.

1.5 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government will not be responsible for any interpretation or conclusion drawn from the data or information by the Contractor.

(a) General: The indications of physical conditions on the drawings and in the specifications are the result of site investigations and surveys.

(b) Location: The sand fill work to be done under these specifications is located at Cat Island in Harrison Co., Mississippi approximately 15 miles by water southwest of Gulfport, Mississippi, and approximately 25 miles by water southwest of Pascagoula, Mississippi. The borrow area for

the project is located southeast of Cat Island, approximately 1 mile from the placement site in water depths of approximately 14 to 17 feet. This location, in general, is shown on National Oceanic and Atmospheric Administration (NOAA) Nautical Chart Nos. 11372 and 11374.

(c) Contractor's Investigation Responsibility: The Contractor should investigate submerged, surface, and overhead structures in the work areas and other locations which may be necessary to traverse. The exact location, depths, and height of submarine cables, pipes, highlines, docks, piers, bulkheads, bridges, etc. (as applicable), are not known and it will be necessary for the Contractor to ascertain interference problems and notify the respective owners in advance of dredging operations. The Contractor shall make all arrangements with the respective owners of the structure to assure satisfactory completion of work in the vicinity with a minimum interruption of service, and shall perform operations in such a manner as will avoid damage to these facilities. Considering the above specified structures and any others the Contractor might find in the work areas, the Contractor shall use extreme care when placing fill material in the vicinity of any land or marine structures. If existing land or marine structures are damaged by the dredging and sand placement operations, it will be the responsibility of the Contractor to repair or rebuild the damaged facility at no cost to the Government.

(d) Weather Conditions: The sites of the work are exposed to local disturbances in Mississippi Sound and the upper Gulf of Mexico which may cause suspension of the work. Generally, the sites of the work do not provide safe refuge from tropical storms or hurricanes which may occur from June to December. Should a tropical storm or hurricane occur during the course of the work, it will be the responsibility of the Contractor to select a safe harbor. The Contractor should investigate all the sites of the work and determine the requirements of the work. The mean tidal range is approximately 1.4 feet at the Gulfport Harbor. The work area(s) are affected by extended periods of strong winds, predominately from the south or southeast. Lost time due to opposing adverse natural elements based on wind and wave conditions will be considered justification for an extension of the task order time.

(e) Transportation Facilities: The work areas are accessible by water via the Mississippi Sound and the Gulf of Mexico. The Contractor shall investigate any limitations imposed by bridges or other structures on water access to the project site. Highway access (Federal, state, and local) is available to all port and boat ramp facilities in the area. Rail facilities are also available to the general vicinity of the Gulfport areas via the Kansas City Southern Railway Company Railroad. The Contractor shall make their own investigation of available roads for transportation, load limits for bridges and roads, and other road conditions affecting the transportation of materials and equipment to the work sites.

(f) Channel Traffic: The traffic using the Gulfport and Pascagoula Federal Navigation channels and the gulf near-shore areas to be dredged under these specifications is considered to be a combination of heavy and large commercial vessels, and various sized recreational craft, respectively. The type of traffic consists of general cargo ships, fuel tankers, tow boats, Navy ships, charter fishing boats, passenger boats, and pleasure craft. The traffic using the area consists principally of fishing and shrimp boats, tow boats, barges, and pleasure craft. CAUTION: When navigation conditions become hazardous due to inclement weather (fog, storm, etc) or other circumstances, the Contractor shall maintain appropriate communication with project traffic. The Contractor shall

particularly comply with all U.S. Coast Guard regulations pertaining to proper activation of fog (and any other) signaling devices (sound, light, etc).

(g) Obstruction of Navigation Channels: The Government will not undertake to keep the work areas and navigation channels 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 Rivers and Harbors Act approved 8 August 1917. The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs any navigation 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 their plant, including ranges, buoys, piles, and other marks placed by them under the task order in navigable waters or on shore.

1.6 TIME EXTENSIONS

Notwithstanding any other provisions of this contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The contract modification granting the time extension may provide that the contract completion date will be extended only for those specific elements so delayed and that the remaining contract completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule. Contract modifications involving time extensions must be obtained in writing from the Government's Representative.

a. This provision specifies the procedure for determination of time extensions for unusually severe weather based on wind and wave conditions in accordance with the contract clause entitled "Default: (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

b. The weather experienced at the project site during the contract period must be found to be unusually severe based on wind and wave conditions, that is, more severe than the adverse weather anticipated for the project location during any given month.

c. The unusually severe weather must actually cause a delay to the completion of the project, or portion of the project (e.g. installation of the turbidity barrier). The delay must be beyond the control and without the fault or negligence of the Contractor.

d. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
4	5	4	3	4	5	6	6	4	3	4	5

e. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally schedule work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days shown above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract Clause entitled "Default (Fixed Price Construction)".

1.7 CONTRACTOR PREPARED AS-BUILT DRAWINGS

(a) General: In accordance with SPECIAL CONTRACT REQUIREMENT paragraph: CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS, the Government will furnish the Contractor on CD-ROM one electronic set of solicitation drawing files and any amendments for use in preparation of as-built drawings by the Contractor. Copies of the drawings will be the responsibility of the Contractor. The as-built drawings shall be a record of the construction as completed by the Contractor. They shall include all the information shown on the contract set of drawings and a record of all deviations, modifications, or changes from those drawings, however minor, which were incorporated in the work, all additional work not appearing on the task order contract drawings, and all changes which are made after final inspection of the task order work. In the event the Contractor accomplishes additional work which changes the as-built conditions after submission of the as-built drawings, the Contractor shall furnish revised and/or additional drawings as required to depict as-built conditions. The requirements for these additional drawings will be the same as for the as-built drawings included in the original submittal.

(b) Red line as-built drawings: The Contractor shall have on his staff, personnel to mark up a set of paper copy construction drawings to show the as-built conditions. These as-built marked copies shall be kept current and available on the job site at all times. All changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded, as the events occur, by means of details and notes. The Contractor shall call attention to entries by red lining areas affected. The red line as-built drawings will be jointly inspected for accuracy and completeness by the Contracting Officer's Representative and a responsible representative of the Contractor prior to submittal of each request for payment. The Contracting Officer Representative's approval of the current status of the as-built drawings shall be a prerequisite to the approval of request for progress payment and request for final payment under the contract. The drawings shall show the following information, but not be limited thereto:

(1) The location and description of any utility lines or other installations of any kind or description known to exist within the construction area that are not already shown on the contract drawings. The

location includes dimensions to permanent features.

(2) The location and dimensions of any changes within the construction area.

(3) All changes or modifications which result from the final inspection.

(c) Submittal of as-built drawings for review and approval: The Contractor shall participate in monthly review meetings with the Contracting Officer's Representative to show the progress made the preceding month and make all required changes. At time of final construction inspection, the Contractor shall submit one copy of the red lined as-built drawings to the Contracting Officer's Representative for his review and approval. The as-built drawings shall be certified as to their correctness by the signature of an authorized representative of the Contractor. Upon Government approval of the Contractor's red lined copy of the as-built drawings, the Contractor shall prepare and provide two electronic sets of as-built drawings by incorporating the red line marked up notations on the construction drawings into the electronic set of solicitation drawings and amendments. In addition to the electronic sets of as-built drawings which shall be submitted on a CD-ROM, the Contractor shall also submit a full size set of as-built paper drawings. Submittals are to be to the Contracting Officer's Representative not later than ten (10) calendar days after project completion date.

(d) Final Drawing Format.

(1) The solicitation drawing files and any amendments thereto will be furnished to the Contractor in electronic format. The solicitation drawing files have been prepared in MicroStation format. The Contractor shall utilize the latest version of MicroStation to revise/redraft each solicitation drawing and/or amendment drawing to reflect all changes made during construction as indicated by the red line marked up notations on the construction drawings. Revisions/redrafting shall match the font styles, sizes, and formats; line weights/thicknesses and styles/types; and all other drafting elements used on the solicitation drawing/amendments. All elements must be incorporated into each as-built drawing file; the use of reference files shall not be permitted.

(2) All revisions made to the solicitation drawings and/or amendment drawings to reflect changes made during construction shall be flagged and shall have the revision block completed as follows. The entry in the description column of the revision block shall read "AS-BUILT". The date of the revision and one approving initial from a responsible person within the Contractor's Firm shall also be included in the revision block. Above the drawing title block the drawing will be labeled in bold letters "AS-BUILT". The flagged changes and revision block format shall be in accordance with the examples shown in the Mobile District Design Manual located on the Internet at

<http://www.sam.usace.army.mil/Missions/MilitaryMissions/Engineering/EngineeringDesignManual.aspx>

The Contractor shall also furnish a revised index of drawings to match the actual design drawings. The drawing title blocks shall be in a uniform format to match the requirements as specified in the Design Manual.

(3) The two electronic sets of as-built drawing files shall be

submitted in MicroStation format.

(4) The hard copy reproducible set of as-built drawings shall be submitted unbound on paper. The drawings shall be the full size.

(e) Payment: No separate payment will be made for preparation of the as-built drawings required under this contract. All costs will be considered a subsidiary obligation of the contract.

1.8 ATTENDANT PLANT

(a) Attendant plant shall be composed of such barges, fuel, water, pipe derrick, anchor, etc., floating, submerged, and slip joint discharge pipe, and other attendant or auxiliary plant as may be required for operations under these specifications whether or not these items are specifically mentioned. The auxiliary and attendant plant shall be in good condition and of sufficient size and capability to efficiently serve the dredge.

(b) The Contractor shall furnish sufficient shore equipment to construct the beach and dune in accordance with the contract plans and specifications. These items of equipment will be considered as part of the plant.

(c) Inspector's Office: The Contractor shall supply a portable trailer on site at all times during the progress of the contract work. The office shall have a lockable access door with the keys available to Government personnel. This trailer shall be a minimum of 8 feet by 20 feet and be supplied with adequate lighting, heating, air conditioning, and a generator capable of providing adequate power for trailer lighting, heating, air conditioning, and computer workstation with printer. The Contractor shall operate and maintain this generator throughout the task order period. This office shall be provided with completely functional toilet and washing facilities and shall be serviced on a regular periodic basis to maintain satisfactory hygienic and sanitary conditions. The Contractor shall relocate this office along the beach and dune construction area as required by the Contracting Officer's Representative. The entire cost to the Contractor for furnishing, equipping, and maintaining the foregoing accommodations shall be included in the task order price for Beach and Dune Fill. If the Contractor fails to meet these requirements, the facilities referred to above will be acquired by the Contracting Officer, and the cost thereof will be deducted from payments to the Contractor.

(d) Radio Telephone: The Contractor shall furnish and maintain the following radios for communication with the Corps of Engineers, United States Coast Guard, and other vessels: Radio(s) must be certified as being operable on the specified frequencies and powers by a licensed radio technician. A copy of the certification must be furnished to the Contracting Officer prior to final acceptance of the dredging plant.

(1) A Marine VHF Radio, FCC type accepted with the following channels: Channel 16, (156.8 MHZ), Channel 13, (156.65 MHZ), Channel 12, (156.6 MHZ), Channel 14, (156.7 MHZ), and Channels 26 and 28 for public correspondence. A separate receiver must be provided on Channel 13, (156.6 MHZ) in compliance with Public Law 92-63.

(2) In addition to the above-mentioned radios, the Contractor shall provide additional space in the inspector's office specified the paragraph entitled "Inspector Office" for placement of one VHF marine

radio. The radio shall be able to receive all VHF marine channels and scan two channels continuously. The radio will be furnished at the expense of the Contractor.

(3) The Contractor shall furnish two (2) 4G aircards or suitable wifi hot-spots for use by the Government Inspector. The 4G aircards or suitable wifi hot-spots shall be furnished prior to commencement of work and returned to the Contractor at the completion of project.

(e) Transport Vessel: The Contractor shall provide one transport vessel, with twin propellers, not less than 40 feet in overall length, with enclosed space for three passengers, to adequately operate in all areas included in the scope of work. This vessel must have an operator on site at all times; be capable of traveling at a speed of 20 knots (23 MPH) or greater in good weather and capable of traveling safely at night and in intense fog; (such vessel shall meet or exceed US Coast Guard regulations for vessels 65 feet or less in length); and the vessel shall have a Certificate of Inspection by the US Coast Guard, or at least from a Marine Surveyor. This vessel shall be for the primary use of the Government Inspector. The use of this vessel for Contractor's crew changes, or any other use of this vessel by the Contractor shall be secondary to the Government Inspector shift changes. This vessel shall be equipped with the following at a minimum: built-in fuel tanks with correctly operating fuel gauges; marine and company radios; windshield wipers; running and spot lights; and all required survey equipment. The Contractor shall secure satisfactory landing location for this vessel.

1.9 PRECONSTRUCTION CONFERENCE

(a) A preconstruction conference will be arranged by the Government's representative after award of contract and before commencement of work. The Government's representative will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed.

(b) The Contractor shall bring to this conference the submittals listed in Section 01 33 00 Paragraph entitled Preconstruction Submittals in either completed or draft form.

1.10 PROJECT SIGN

The Contractor shall furnish and install a project sign and a safety performance sign at the location designated by the Contracting Officer's Representative within 60 calendar days after notice to proceed. The signs shall be constructed as indicated on the figures bound herein. Size, lettering, color, and paint shall conform to the details shown in Figure 5B "Construction Sign," Figure 5C "Fabrication and Mounting Guidelines," and Figure 5D "Safety Performance Sign," bound herein. All parts of frames and signs shall be given a primer coat of oil paint and a minimum of two finish coats of white semi-gloss paint. The Contractor shall maintain the sign in a "like new" condition throughout the life of the project, repainting and replacing members as necessary to accomplish this requirement. No direct payment will be made for the signs or maintenance of the signs.

1.11 SURVEY REQUIREMENTS

The Contractor shall perform all necessary pre-construction, acceptance, and post-construction surveys of the beach and dune fill and borrow area. Additionally, the Contractor shall provide all intermediate surveys performed prior to acceptance to the Government for the record.

1.11.1 Quality Control

The Contractor shall establish and maintain quality control for survey operations to assure compliance with the contractual requirements including but not limited to the following:

(a) Survey work shall be performed by survey personnel in accordance with the applicable Engineering Manual (EM) at <http://www.hnc.usace.army.mil/Missions/Engineering/TECHINFO.aspx>. All responsibilities for accuracy, completeness, and verification of survey work performed shall reside with the Contractor.

(b) The Contractor shall maintain complete and accurate field notes, sketches, recordings and computations required in establishing the necessary horizontal and vertical control. All survey data shall be recorded in accordance with accepted standards and as approved by the Contracting Officer or his/her designated representative. All the above data shall be available at all times during the progress of the work for ready examination and use by the Contracting Officer or his/her designated representative. Upon request of the Contracting Officer or his/her designated representative, the Contractor shall furnish a copy of above survey data.

(c) Survey personnel. All quantity surveys required by the Contractor shall be made by personnel of a professional engineer and/or land surveyor experienced in the practice of such work including Global Positioning Systems (GPS) surveys. The survey personnel shall have the following minimum qualifications.

(1) Each party chief shall be a Professional Land Surveyor and shall be proficient in the operation of precise and semi-precise instruments. They shall be capable of running horizontal and vertical control of 2nd order accuracy. In the event it is considered advantageous to employ a party chief who is not a Professional Land Surveyor, detailed qualifications of the individual shall be submitted to the Contracting Officer for review and approval.

(2) Instrument men shall be proficient in the operation of precise and semi-precise instruments and shall prepare all survey notes in a firm and legible manner.

(3) Surveying technicians shall be familiar with all phases of surveys and the Mississippi plane coordinate system. They shall also be well versed in the computation and adjustment of horizontal and vertical control of 2nd and 3rd order survey.

(d) Daily survey reports shall be prepared by the Contractor for days requiring survey activity using SAM Form 696. All reports shall be signed by the Contractor's authorized representative and submitted to the Government's representative on the next duty day following the surveying activity. The reports shall include, but not be limited to, information on equipment used; location, description, and type work performed; inspections

of work; verbal instructions received and actions taken; safety; and causes for delays.

(e) The Contractor shall be responsible for protection of all vegetation and/or property within surveying areas. If any portion of the surveying work requires the trimming of vegetation, specific written consent shall be obtained by the Contractor from the Contracting Officer's Representative prior to the survey action.

(f) All survey work is subject to periodic inspection and/or verification by the Government during or after such work. If any portion of the survey work is found to be in error, it shall be the responsibility of the Contractor to correct such error at no cost to the Government. Presence of the Government representative on the work site does not release the Contractor from his responsibility to provide quality control of the required survey work nor does it release the Contractor from the responsibility for taking necessary corrective action should errors be found.

1.11.2 Survey Plan

The Contractor shall prepare and submit for approval by the Contracting Officer's Representative a written survey plan, outlining the contract survey effort from start to completion. The plan shall cover, at a minimum, Contractor conducted layout work (including baseline control), and the details of the required surveys described in this specification. This plan shall coincide the GENERAL WORK PLAN required in Section 35 20 25 - BEACH AND DUNE FILL. The Contractor's plan shall show a percentage breakdown of each type of survey phase (baseline, control, before-dredging, etc.) of the total survey effort for the job.

1.11.3 Equipment and Data

1.11.3.1 Real Time Kinematic (RTK) Global Positioning System (GPS)

All topographic survey data shall be collected using RTK GPS technology.

1.11.3.2 Sounding Equipment

Sounding equipment shall consist of an electronic sounding machine/device capable of providing updated soundings on not more than 1/20 second intervals and have accuracy rating of not less than +/-0.5 feet. Sounding device shall have analog charting (real time) within the device and shall have all the capabilities of calibrating to a bar check utilizing the Norfolk Method of bar checking. The sounding device will be similar and equal to the Odom MKIII Echo Sounder. All depths acquired will consist of dual frequency soundings utilizing a high operating 208 Khz frequency transducer and a low operating 41 Khz or 28 Khz frequency transducer. All digitally acquired sounding data for the borrow area surveys shall be those acquired with the high frequency survey (any frequencies other than those listed must be approved by the Government prior to use). Both the high and low frequency soundings shall be shown on the analog chart of the sounding device. All soundings shall be acquired on a continuous basis with plotting of data based on the scale and size of the plot.

1.11.3.3 Spacing, Coverage, and Datum

Surveyed points, including easting, northing, and elevation for each point, shall be collected along cross section lines with spacing not to exceed 200

feet. Spacing between points along the cross section lines shall not exceed 3 feet nor be less than 0.3 feet for hydrographic surveys. Spacing between points along the cross section lines for topographic surveys shall not exceed 10 feet and shall include points at each sharp change in slope. The easting and northing values shall be relative to the State Plane Coordinate System, Mississippi East zone, NAD 1983 in U.S. survey feet. Elevations shall be relative to feet NAVD88, GEOID 12a. Each survey line shall extend a minimum of 500 feet beyond the limits shown on the contract drawings for the borrow area. For the fill placement sites along Cat Island, the survey limits shall extend cross-shore from the 7 feet NAVD88 contour along the existing island seaward to -10 feet NAVD88 contour in the Mississippi Sound/Gulf of Mexico. All survey data shall be referenced to Government furnished monuments and tide gages.

1.11.3.4 Survey Data Submittal Requirements

The Contractor shall submit all pre- and post-construction plan view and cross-section plots of the borrow area and fill acceptance sections, along with a breakdown of quantities removed from and placed at the respective locations. If the Contractor is utilizing HYPACK to perform required surveys, the Contractor shall submit the HYPACK project files for the specific survey performed. These files contain all the files that make up the survey including raw and edited data, line files, tide files, etc. associated with each survey. Otherwise, the Contractor shall utilize a system capable of acquiring or converting all, unedited raw data (horizontal and vertical) to an ASCII compatible format prior to submittal to the Government. Sounding files shall contain single line records. Each record shall contain the easting, northing, depth, date, and time for one sounding. Each item in the record shall be separated by a space character, and the record shall be terminated by a line feed with carriage return. Sounding files shall be no greater than 1.2 MB in size and shall contain the data for no more than 99 section lines. All records shall conform to the format shown below.

East	North	Depth	Date	Time
123456.78	876543.21	-42.3	10/15/91	14:22:13.3

Data acquired by the Contractor for each borrow area and fill survey shall be furnished to the Government on computer disks in the form of CADD drawing files in Microstation format and additionally in ASCII XYZ format digital files. Each digital XYZ file shall be accompanied with information stating the surveyor's name, collection date, horizontal datum and units, and vertical datum and units of the survey, and all other field notes.

A FGDC compliant metadata record for all surveys shall be created using Corpsmet 95 metadata software. Corpsmet 95 metadata software can be downloaded free of charge at <http://corpsgeol.usace.army.mil>. Appropriate information shall be entered in all required fields. The metadata record shall be submitted on compact disc with all other digital files.

In addition to the above requirements, the Contractor shall compute fill volumes for the contract typical sections using the average-end area method based on the pre-construction and post-construction surveys as described herein below. The Contractor shall also compute fill volumes for construction template with vertical and horizontal tolerances as described in section 35 20 25 BEACH AND DUNE FILL. For the borrow area the contractor shall compute the required dredge and allowable dredge volumes based on pre-construction and post-construction surveys utilizing the borrow area dredge prism shown on the contract drawings and the average-end area

method. Paper plots of the profiles along with digital records of the surveys and computations shall be furnished to the Government.

1.11.3.5 Preconstruction Surveys

The Contractor shall perform preconstruction surveys of the beach and dune fill location and borrow area no more than 21 calendar days and no less than 14 calendar days in advance of borrow and fill operations for a given fill acceptance section. Such surveys shall be scheduled so that field notes and computations (to include all required deliverables) can be furnished to the Contracting Officer or his/her designated Representatives a minimum of 7 calendar days in advance of the initiation of dredging and placement of fill so that control of quantities and adjustments to the fill placement may be made if necessary. The Contractor shall submit the pre-construction surveys in accordance with paragraph Survey Data Submittal Requirements. Based off the findings of the pre-construction surveys, the contractor shall layout the proposed operational plan for the borrow area(s) and fill site per acceptance section. This plan shall be submitted to the Contracting Officer's Representative no less than 7 calendar days prior to the start of work in that section. The Contractor shall use the same stations that were used in the contract drawings.

1.11.3.6 Acceptance Surveys

(a) Fill: The Contractor shall perform an acceptance survey(s) of the fill location as soon as possible and no more than 7 calendar days after fill placement has been completed for that acceptance section. Acceptance sections shall be 200 feet unless otherwise approved by the Contracting Officer's Representative. The Contractor shall use the same stations that were used in the preconstruction surveys.

(b) Borrow Area: The Contractor shall conduct a post construction survey of the borrow area following the completion of dredging within a specified borrow area. Such surveys shall be scheduled so that field notes and computations (to include all required deliverables) can be furnished to the Contracting Officer or his/her designated Representatives a minimum of 10 working days after dredging as part of this contract is complete. The Contractor shall use the same stations that were used in the preconstruction surveys.

The Contractor shall submit the acceptance surveys in accordance with paragraph Survey Data Submittal Requirements.

1.11.3.7 Post-construction Surveys

The Contractor shall perform a post-construction survey of the entire fill location and borrow area upon completion of contract and/or prior to any additional construction phase beginning in accordance with paragraph Survey Data Submittal Requirements. Any areas of mechanical damage or sedimentation shall be noted in the report and in the As-Built drawings.

1.12 Construction Access and Buoy/Signage Requirements

Three tentative construction access corridors, 200 feet wide, are shown on sheet CB-109 of the contract drawings. If necessary, the Contractor can construct access channels, drive piles, install bulkheads, etc. within the

corridors to ensure efficient access to the islands. However, all excavation and disposal of removed material for access channels must be contained within the corridor footprint and above elevation -12 feet NAVD88. The backfilling of excavated areas for access is required upon completion of work for this contract.

Due to the dynamic nature of the project area, the final limits of access corridors shall be field-verified by the Contractor and approved by the Contracting Officer, in coordination with the NPS, prior to commencement of construction. If excavation is necessary for access and the material is disposed within the access corridors, the Contractor shall install regulatory hazard buoys in the water to mark the disposal mounds. The buoys shall be marked with standard orange hazard diamond symbol and include a flashing white light. They shall remain in-place until the completion of the project. If the buoys are displaced for any reason, the Contractor shall replace them at no additional cost to the Government. The Contractor shall also install signage along the shoreline at the approximate mean high water line on both sides of the excavations (no more than 100 feet from the excavation limits) to identify the change in ground elevation below the water. The details of the Contractor's access and buoy/signage plans shall be submitted to the Contracting Officer for approval prior to the commencement of work. Further details on the required buoys and signs are provided below (see attached Figures 5E and 5F).

1.12.1 Regulatory Hazard Buoy Specifications

1.12.1.1 Buoy

Color: White with orange markings

Size: At least 36 inches above the water surface

Anchor: Sufficiently anchored to withstand expected weather and water conditions without being displaced

Distance Apart: No more than 500 feet, no less than 100 feet

Distance from Hazard: At least 100 feet, no more than 1,000 feet

Shape: Sphericle

1.12.1.2 Daymark

Color: Orange on white background

Size: At least 36 inches

Visibility: 1440 feet (Based on U.S. Coast Guard minimum standard symbol size)

1.12.1.3 Light

Color: White

Placement: Top of Buoy

Rhythm: Flashing (non-specific)

1.13 PERFORMANCE EVALUATION OF CONTRACTOR

As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during the task order performance when determined to be in the best interest of the Government.

The format for the evaluation will be Standard Form 1420, and the Contractor will be rated either outstanding, above average, satisfactory, marginal, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all Contractor comments will be made a part of the official records. Performance Evaluation Reports will be available to all DOD Contracting offices for their future use in determining Contractor responsibility, in compliance with DFARS 36.201(c)(1).

1.14 RATES OF WAGES

Pages of Wage Rates are attached at the end of this section.

1.15 SAFETY PERSONNEL

The Contractor shall have a dedicated safety and flag person on site at all times, whose sole responsibility is preventing the public from entering the work area. Additionally, the Contractor shall place a safety person at the discharge end of the disposal pipeline. The safety person shall be present at all times during discharge operations and will maintain radio communication between the dredge and the disposal operation.

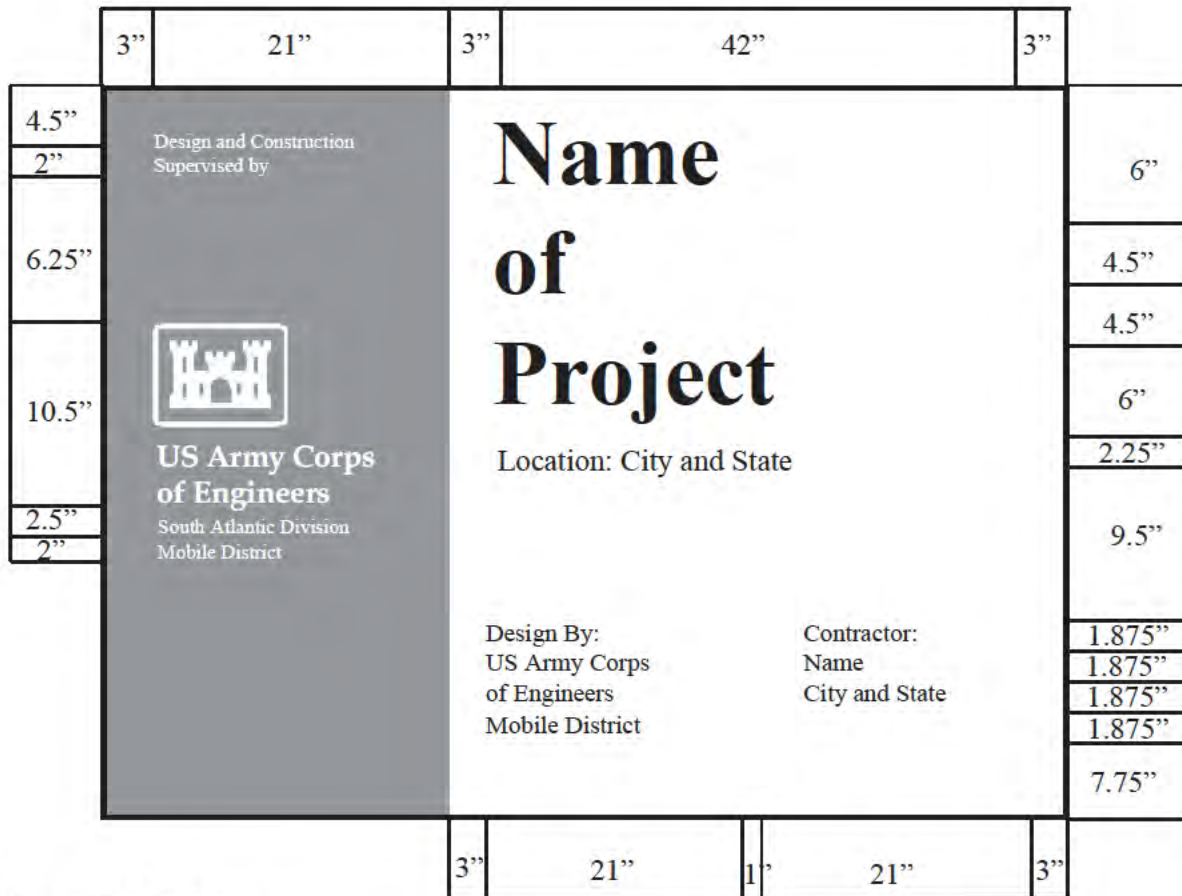
PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --

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 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 (See Fig. 5d).



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\ District Name 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

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

CONSTRUCTION SIGN (CORPS OF ENGINEERS DESIGN)
 (Use with Fig 5c)

Fig. 5b

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 size, format, and typographic standards.

The sign panels are to be fabricated from .75" High Density Overlay Plywood.

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 die-cut or computer cut nonreflective vinyl, pre-spaced legends prepared in the sizes and typefaces specified and applied to the background panel following the graphic formats shown.

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 / Division may be applied under the signature with white cut vinyl letters prepared to Corps standards

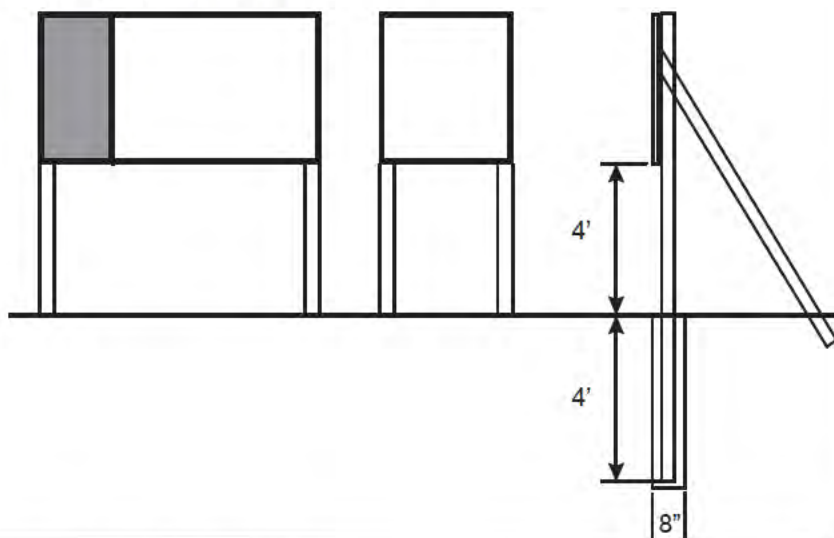
Drill and insert six (6) .375 T-nuts from the front face of the HDO sign panel. Position holes as shown. Flange of T-nut to be flush with sign face

Apply Graphic panel to prepared HDO plywood panel following manufactures instructions

Sign uprights to be structural grade 4" x 4" treated Douglas Fur 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" structs on inside face of uprights to reinforce installation shown.

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.



Construction Project Sign
Legend Group 1

- 1 _____
- 2 _____

Legend Group 2 Division/District Names

- 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 _____

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

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 the 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.

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

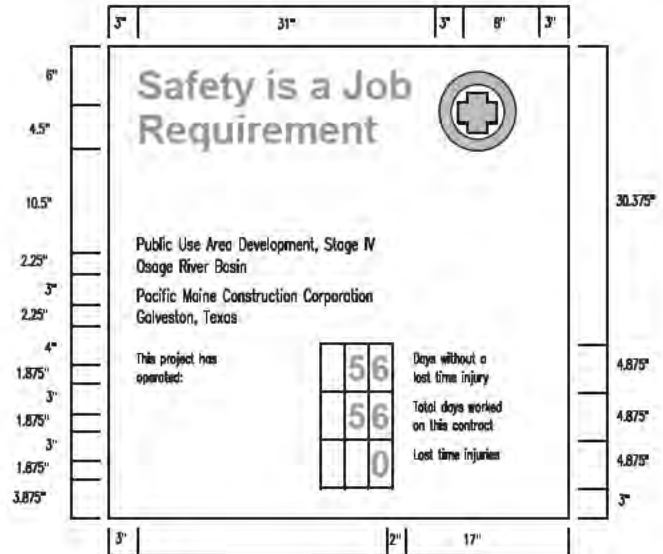
Legend Group 2: One to two-line project
 title legend describes the work being done
 under this contract and name of host project.
 Color: Black
 Typeface: 1.5" Helvetica Regular
 Maximum line length: 42"

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"

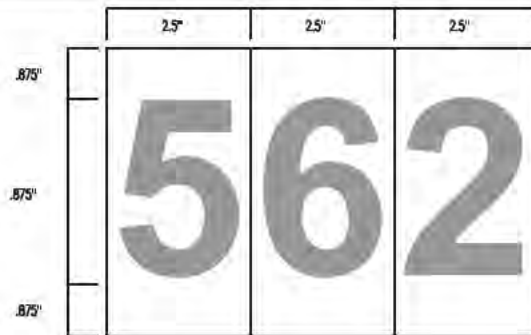
Legend Group 4: Standard safety record
 captions as shown.
 Color: Black
 Typeface: 12.5" Helvetica Regular

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"

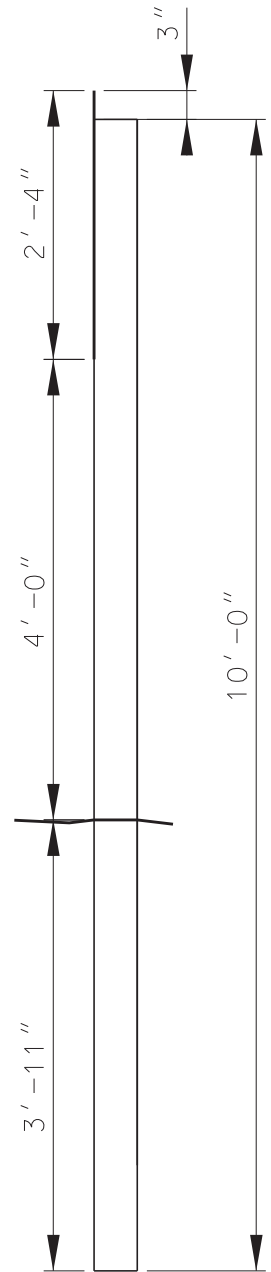
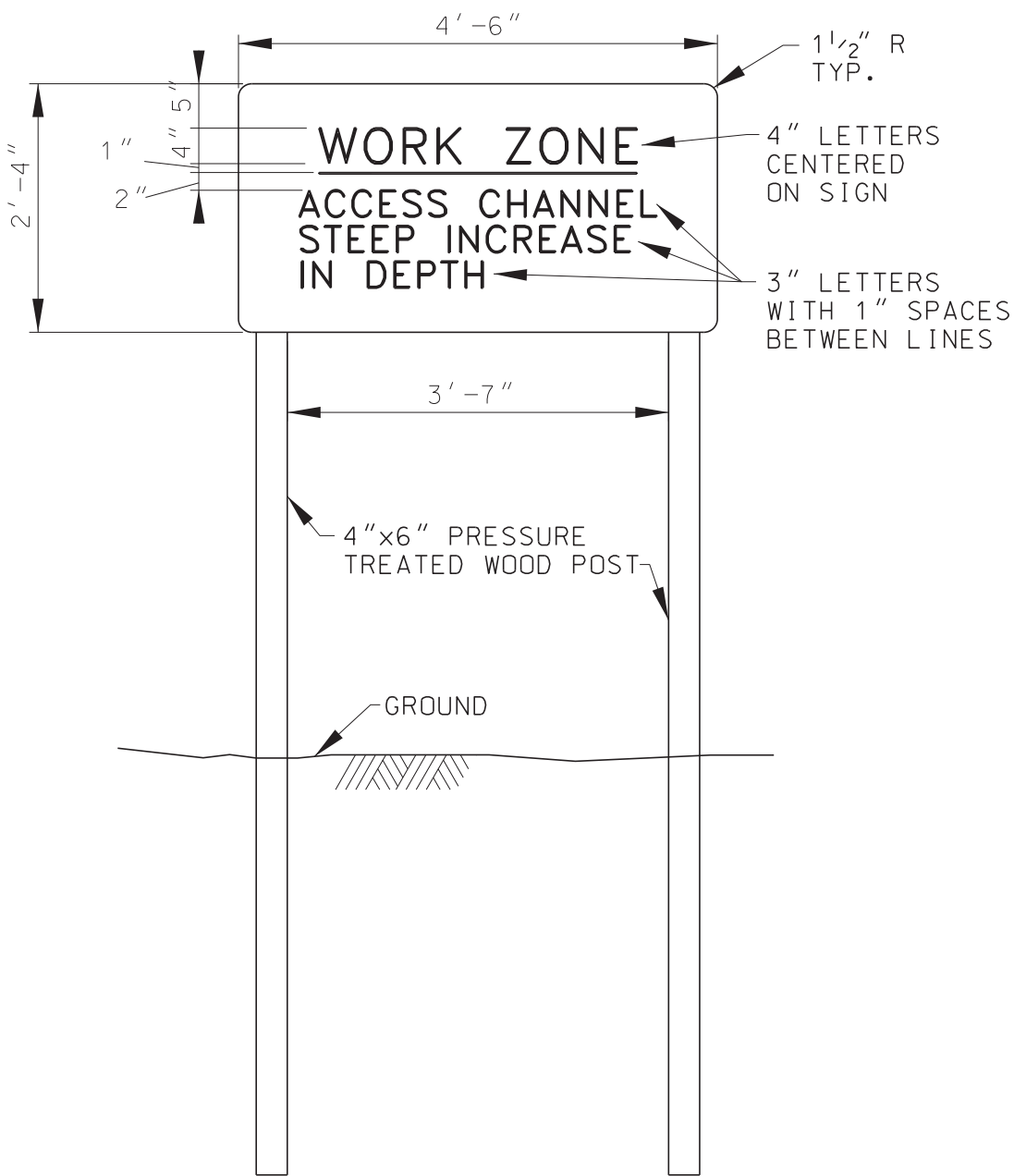
All typography is flush left and rag right.
 Upper and lower case with initial capitals
 only as shown. Letter- and word-spacing
 to follow Corps standards.



Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-02	various	4"x4"	4"x4"	HDO-3	48"	WH/BK-GR



SAFETY PERFORMANCE SIGN



COLORS

LETTERS - WHITE
BACKGROUND - RED

ACCESS CHANNEL
SIGN AND POST DETAIL

NOT TO SCALE

NOTE:

ALL SIGNS SHALL BE ALUMINUM

FIGURE 5E

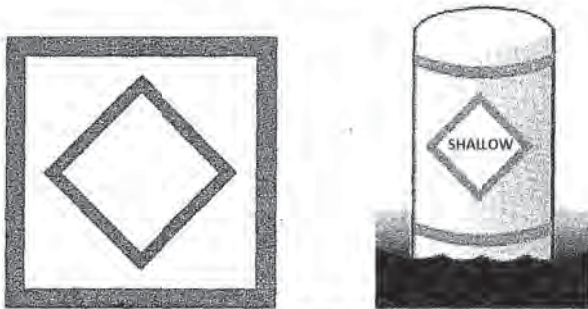
Buoy Markers for Below the Surface Water Hazard

1. Bouy

- a. Color: white with orange markings
- b. Size: at least 36 inches above water surface
- c. Anchor: sufficiently anchored to withstand expected weather and water conditions without being displaced
- d. Distance apart: no more than 500 feet, no less than 100 feet
- e. Distance from hazard: at least 100 feet, no more than 1000 feet
- f. Shape: spherical

2. Daymark

- a. Color: Orange on white background
- b. Size: at least 36 inches
- c. Visibility: 1440 feet (Based on USCG minimum standard symbol size)



This daymark conveys the message: "Warning, there are dangerous boating conditions." The nature of the danger may be indicated inside the diamond shape, such as rock, dam or dam ahead, etc.

3. Light

- a. Color: white
- b. Placement: top of buoy
- c. Rhythm: Flashing (non-specific)

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like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION

□

General Decision Number: MS170003 01/06/2017 MS3

Superseded General Decision Number: MS20160003

State: Mississippi

Construction Type: Heavy Dredging

Counties: Mississippi Statewide.

DREDGING PROJECTS ALONG THE MISSISSIPPI RIVER AND ITS
TRIBUTARIES

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

* SUMS1990-015 02/15/1990

	Rates	Fringes
Derrick Operator.....	\$ 7.25	
Dozer Operator.....	\$ 7.25	
Dredge 16" and Over		
Deckhand.....	\$ 7.25	
Dredge tender operator.....	\$ 7.25	
Fireman.....	\$ 7.25	
First assistant engineer....	\$ 7.25	
Leverman.....	\$ 7.25	
Oiler.....	\$ 7.25	
Second assistant engineer...	\$ 7.25	
Shoreman.....	\$ 7.25	
Third assistant engineer....	\$ 7.25	
Truck driver.....	\$ 7.25	
Welder.....	\$ 7.25	
Dredge Under 16"		
Deckhand.....	\$ 7.25	
Dredge tender operator.....	\$ 7.25	
Leverman.....	\$ 7.25	
Oiler.....	\$ 7.25	
Welder.....	\$ 7.25	

Hydraulic Dredging	
First cook.....	\$ 7.25
Handyman.....	\$ 7.25
Janitor, cabin person.....	\$ 7.25
Second cook.....	\$ 7.25

Marsh Buggy Dragline	
Oiler.....	\$ 7.25
Operator.....	\$ 7.25

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination

- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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SECTION 01 00 01

GENERAL CONTRACT REQUIREMENTS

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1. DESCRIPTION OF WORK

In general, the work shall consist of the following: Perform beach and dune fill dredging placement.

NOTE: The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein. The cost of this work is estimated to be between \$10,000,000.00 and \$25,000,000.00.

2. U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). The Contractor shall be responsible for complying with the current edition and all changes posted on the web through the date that is 10 calendar days prior to the date offers are due. If the solicitation is amended to extend the time set for receipt of offers, the 10 calendar days rule stated above shall be applied against the amended date. (For example, if offers are due on 10 April, all changes posted on or before 31 March shall apply to the contract. If the time for receipt of offers is extended from 10 April to 20 April, all changes posted on or before 10 April shall apply to the contract.)

3. AWARD TO SINGLE BIDDER

Subject to the provisions contained herein, award shall be made to a single bidder. Bids will not be accepted for less than quantities specified. Bids must include unit prices for each item listed in order that bids may be properly evaluated. Failure to do this shall be cause for rejection of the entire bid. Bids shall be evaluated on the basis of the quantities shown, and award shall be made to that responsible bidder whose total aggregate price is low.

4. BOARD OF CONTRACT APPEALS

The agency board of contract appeals having jurisdiction over all appeals from final decisions of the Contracting Officer under the Contract Disputes Act of 1978 is the Armed Services Board of Contract Appeals, Skyline Six, 5109 Leesburg Pike, 7TH Floor, Falls Church, Virginia 22041.#

5. SUBMITTAL OF BID

IMPORTANT: Offerors are cautioned to allow **ample time (15 minutes minimum)** for processing through enhanced security procedures in Federal facilities, which must be accomplished **prior** to delivery of offers/bids to the designated place for receipt of same. Once the contractor's courier is within the Mobile District building with their proposal in hand and has properly cleared security at the front door before the scheduled bid receipt time stated in the solicitation, it is highly advisable that their representative **NOT** depart the building prior to bid receipt time without depositing their offer at the proposal receipt point on the 6th floor. Security clearance procedures will again be required when they attempt to re-enter the building with their bid package. Recent terrorists attacks have resulted in more time-consuming sign-in and escort procedures and may impact the timely delivery of offers/bids. Offers/Bids determined to be late while clearing security shall be rejected.

"Sealed Bids" in original only for the work described herein will be received at the place and time indicated on the SF1442, Solicitation, Offer and Award Form, issued herewith, to the issuing office named above and at that time "publicly" opened. (Bids delivered by hand must be delivered to the address named above and will not be accepted at any other location). Prospective bidders should submit inquiries concerning the mailing of plans and specifications and should address any nontechnical questions by writing or calling (collect calls not accepted) the Plans Room, U.S. Army Engineer District, Mobile, P.O. Box 2288, Mobile, Alabama 36628-0001, Telephone Area Code 251, 690-2535. Technical questions on plans and specifications should be submitted in writing to the ProjNet website, see Request for Information.

6. REQUESTS FOR INFORMATION (MAR 2013)

Any questions about this solicitation, including technical questions about plans and specifications, shall be submitted via the Bidder Inquiry Portal in ProjNet at <https://www.projnet.org>. To submit and review inquiry items, prospective vendors will need to use the Bidder Inquiry Key presented below and follow the instructions listed below the key for access. A prospective vendor who submits a comment/question will receive an acknowledgement of their comment/question via email, followed by an answer to the comment/question after it has been processed by our technical team. All timely questions and approved answers will be made available through ProjNet.

Questions shall be submitted no later than 24 JAN 2017 at 2:00 p.m. Central Time to allow time for a response, and amendment to the solicitation if necessary. On this date and time the portal will be closed.

For technical questions, no other means of communication, e-mail, fax, or telephone will be accepted. Oral exchanges between Offerors or Bidders and the government prior to award of the contract will not be binding. In addition to information available to Offerors or Bidders on the Bidder Inquiry Portal, any information concerning this solicitation will be furnished to all Offerors or Bidders as an amendment to the solicitation if the information is necessary to the submittal of offers or bids.

The Solicitation Number is: W91278-17-B-0001
The Bidder Inquiry Key is: 7QKGGX-P8IJNQ

Specific Instructions for ProjNet Bid Inquiry Access:

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

Specific Instructions for Future ProjNet Bid Inquiry Access:

1. For future access to ProjNet, you will not be emailed any type of password. You will utilize your Secret Question and Secret Answer to log in.
2. From the ProjNet home page linked above, click on **Quick Add** on the upper right side of the screen.

3. Identify the Agency. This should be marked as **USACE**.
4. Key. Enter the **Bidder Inquiry Key** listed above.
5. Email. Enter the email address you used to register previously in ProjNet.
6. Click Continue. A page will then open asking you to enter the answer to your Secret Question.
7. Enter your Secret Answer and click Login. Once this is completed you are now logged into the system.

Offerors or Bidders are requested to review the solicitation and amendments in their entirety, as well as to review the Bidder Inquiry Portal for previous questions and responses, prior to submission of a new inquiry on the Portal.

CAUTION: ANY INQUIRY SUBMITTED AND ANSWERED WITHIN THIS SYSTEM, WILL BE ACCESSIBLE TO VIEW BY ALL INTERESTED OFFERORS OR BIDDERS ON THIS SOLICITATION.

The call center for the ProjNet operates weekdays from 8 AM to 5 PM U.S. Central Time Zone. The telephone number is 1-800-428-HELP.

7. PREAWARD INFORMATION

Each bidder shall furnish either with his bid or within 3 days after a request is made for submittal of preaward data a statement of whether he is now or ever has been engaged in any work similar to that covered by the specifications herein, the dollar value thereof, the year in which such work was performed, and the manner of its execution, and giving such other information as will tend to show the bidder's ability to prosecute the required work. The "such other information" referred to above shall include but is not limited to the following:

- a. The name and address of the office or firm under which such similar work was performed. Include names and telephone numbers of personnel within each organization who are familiar with the prospective contractor's performance.
- b. A list of key personnel available for the instant project and their qualifications.
- c. A copy of bidder's latest financial statement, including the names of banks or other financial institutions with which the bidder conducts business. If the financial statement is more than 60 days old, a certificate should be attached stating that the financial condition is substantially the same, or if not the same, the changes that have taken place. Such statements will be treated as confidential.
- d. A list of present commitments, including the dollar value thereof, and name of office under which the work is being performed. Include names and telephone numbers of personnel within each organization who are familiar with the prospective contractor's performance.
- e. If the bid exceeds \$1,000,000 and the prospective contractor is a large business concern, he must submit a subcontracting plan in compliance with the Contract Clause entitled **SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN**.

8. CONTRACT PRICES - BIDDING SCHEDULE

Payment for the various items listed in the Bidding Schedule shall constitute full compensation for furnishing all plant, labor, equipment, appliances, materials and bonds (performance and payment), and for performing all operations required to complete the work in conformity with the drawings and specifications. All costs for work not specifically mentioned in the Bidding Schedule shall be included in the contract prices for the items listed.

9. SOURCE LIST FOR SMALL DISADVANTAGED SUBCONTRACTORS

Bidders desiring assistance in developing a source list of small disadvantaged subcontractors are encouraged to contact small disadvantaged contractor associations and appropriate offices of Minority Business Development Agency, addresses of which may be obtained from the U.S. Army Engineer District, Mobile, ATTN: CESAM-DB, P.O. Box 2288, Mobile, Alabama 36628, A/C 251, 690-3597.

10. BULLETIN BOARD

Immediately upon beginning of work under this contract, the Contractor shall provide at the job site a weatherproof glass-covered bulletin board for displaying the fair employment poster, wage rates, and safety bulletins and posters. Emergency telephone numbers and reporting instructions for ambulance, physician, hospital, fire and police shall be posted. The bulletin board shall be located in a conspicuous place easily accessible to all and legible copies of the aforementioned data shall be displayed until work under the contract is completed. No direct payment will be made for the bulletin board.

11. PRESERVATION OF HISTORICAL, ARCHEOLOGICAL AND CULTURAL RESOURCES

(a) If known historical, archeological and cultural resources exist within the Contractor's work area, they have been designated on the contract drawings. The Contractor shall install protection for these resources as shown on the drawings and shall be responsible for their preservation during the contract.

(b) If, during construction activities, the Contractor observes items that might have historical or archeological value, such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination can be made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent his employees from trespassing on, removing, or otherwise damaging such resources.

12. REQUIRED INSURANCE

The Contractor shall procure and maintain during the entire period of his performance under this contract, the following minimum insurance in accordance with the Contract Clause entitled "Insurance-Work on a Government Installation." Workmen's Compensation and Employers' liability Insurance:

Workmen's Compensation and Occupational Disease Coverage in accordance with statutory limits.
Employers' Liability Coverage with a minimum limit of \$100,000.

Comprehensive Automobile Liability Insurance:

Bodily injury coverage with minimum limits of \$200,000 per person and \$500,000 per occurrence. property Damage Coverage with a minimum limit of \$20,000 per occurrence.

Comprehensive General Liability Insurance:
Bodily injury coverage with minimum limits of \$500,000 per occurrence.

13. SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as set forth in Commandant U.S. Coast Guard Instruction M16672.2, Navigation Rules: International-Inland (COMDTINST M16672.2), or 33 CFR 81 Appendix A (International) and 33 CFR 84 through 33 CFR 89 (Inland) as applicable.

14. DAMAGE TO WORK

The responsibility for damage to any part of the permanent work shall be as set forth in the clause of the contract entitled "Permits and Responsibilities." However, if in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood or earthquake (hurricane or tornado), which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or job prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or job prices applicable to any part of such work, an equitable adjustment pursuant to contract clause entitled "Changes" will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or job prices. Except as herein provided, damage to all work (including temporary construction, utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

15. DREDGING AND DREDGE RELATED MARINE WORK

The Contractor shall comply with the provisions of EM 385-1-1. If the Contractor is a currently accepted participant in the Dredging Contractors of America (DCA)/United States Army Corps of Engineers (USACE) Dredging Safety Management Program (DSMP), as determined by the DCA/USACE Joint Committee, and holds a current valid Certificate of Compliance for both the Contractor Program and the Dredge(s) to be used to perform the work required under this contract, the Contractor may, in lieu of the submission of an Accident Prevention Plan (APP),

- (1) Make available for review, upon request, the Contractor's current Safety Management System (SMS) documentation,
- (2) Submit to the Contracting Officer the current valid Company Certificate of Compliance for its SMS,
- (3) Submit the current dredge(s) Certificate of Compliance based on third party audit, and
- (4) Submit for review and acceptance, site-specific addenda to the SMS as specified in the

solicitation.”

16. ACCOMMODATIONS AND MEALS FOR INSPECTORS

a. The Contractor shall furnish regularly to inspectors on board the dredge or other craft upon which they are employed, a suitable separate room for office purposes. The room shall be fully equipped and maintained to the satisfaction of the Contracting Officer; it shall be properly heated, ventilated, and lighted, and shall have a desk which can be locked, a chair for each inspector, and washing conveniences. The entire cost to the Contractor for furnishing, equipping, and maintaining the foregoing accommodations shall be included in the contract price. 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 own employees, he shall, when required, furnish the inspectors employed on the work, and to all Government agents who may visit the work on official business, meals of a quality satisfactory to the Contracting Officer. The Contractor will be responsible for collecting from all inspectors and other Government agents the following amount per person for each meal: Breakfast - \$2.25, Lunch - \$3.25 and Dinner - \$3.50.

17. VARIATIONS ON ESTIMATED QUANTITIES --DREDGING

Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of material within the required dredging prism, including the associated side slopes, varies more than fifteen percent (15%) above or below the stated estimated quantity with the required dredging prism, an equitable adjustment in the contract unit price will be made upon demand of either party. The equitable adjustment will be based upon any increase or decrease in costs due solely to the variations above one hundred fifteen percent (115%) or below eighty-five percent (85%) of the estimated quantity within the required dredging prism.

18. LAYOUT OF WORK

The Contractor shall lay out his work from the Government-established base lines, ranges, and gages indicated on the drawings and shall be responsible for all measurements in connection therewith. The Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, range markers and labor as may be required in laying out any part of the work from the ranges and gages established by the Government. The Contractor will be held responsible for the execution of the work to such lines and grades as may be established or indicated by the Contracting Officer. It shall be the responsibility of the Contractor to maintain and preserve 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 his negligence prior to their authorized removal, they may be replaced by the Contracting Officer at his discretion. The expense of replacement will be deducted from any amounts due, or to become due, the Contractor.

19. CONTINUITY OF WORK

No payment will be made for work done in any area designated by the Contracting Officer until the full depth required under the contract is secured in the whole of such area, unless prevented by ledge rock, nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured except by decision of the Contracting Officer. Should any such nonadjacent area be excavated to full depth during the operations carried on under the contract, payment for all work therein may be deferred until the required depth has been made in the area intervening. The Contractor may be required to suspend dredging at any time when for any reason the gages or ranges cannot be seen or properly followed.

20. . INSPECTION

The inspectors will direct the maintenance of the gages, ranges, location marks and limit marks in proper order and position, but the presence of the inspector shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications. The Contractor will be required:

a. To furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However, the Contractor will not be required to furnish such facilities for the surveys, prescribed in the clause entitled "Final Examination and Acceptance."

b. To furnish, on the request of the Contracting Officer or any inspector, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant, and to and from the dumping grounds. Should the Contractor refuse, neglect, delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor.

21. SHOALING

If, before the contract is completed shoaling occurs in any section previously accepted, including shoaling in the finished channel because of the natural lowering of the side slopes, redredging at contract price within the limit of available funds may be done if agreeable to both the Contractor and the Contracting Officer.

22. SEAGOING BARGE ACT

The Seagoing Barge Act (46 U.S. C. 395 et seq.) applies to this project. In the event the low bidder contemplates using plant that requires U.S. Coast Guard certification to comply with this Act, the low bidder shall within 15 calendar days after bid opening submit a copy of said certificate to the Contracting Officer. Failure to produce the certificate within the required time shall subject the bidder to a determination of nonresponsibility.

23. POTABLE WATER

Testing of all potable water storage facilities and dispensing systems with a storage capacity of ten or more gallons, will be conducted by an independent testing laboratory approved by the Contracting officer as follows:

- (1) Prior to the commencement of work.
- (2) Minimum of monthly, after start of work for the duration of the contract.
- (3) After any repairs or modifications are made to the potable water storage or dispensing systems.
- (4) After any intake of potable water into the storage system.

All samples shall meet state and local water quality standards for potable water. A copy of all test results will be forwarded to the Contracting Officer within seven working days for his review.

In the event a tested sample fails to meet state and local water quality standards, all dispensing outlets connected to the failing water storage shall be labeled as non-potable and other means of potable water shall be obtained until water quality can be provided to meet the required standards.

To insure potable water maintains water quality standards all portable potable water dispensing units shall be checked daily for cleanliness. All hoses used in the transfer of potable water shall be conspicuously

marked and kept in such a manner as to keep them from being contaminated. These hoses shall be used for potable water transfer only.

24. CONTRACTOR QUALITY CONTROL

The Contractor shall provide and maintain an effective quality control program that complies with the clause of the contract entitled "Inspection of Construction."

a. The Contractor shall establish a quality control system to perform sufficient inspection of all items of work, including that of his subcontractors, to ensure conformance to applicable specifications and drawings with respect to the materials, workmanship, construction, finish, functional performance, and identification. This control shall be established for all dredging except where the technical provisions of the contract provide for specific Government control by inspections or other means. The Contractor's control system shall specifically include the surveillance required in the technical provisions of the contract specifications.

b. The Contractor's quality control system is the means by which he assures himself that his dredging complies with the requirements of the contract plans and specifications. The controls shall be adequate to cover all dredging operations and should be keyed to the proposed dredging sequence.

c. The Contractor's job supervisory staff may be used for quality control, supplemented as necessary by additional personnel for surveillance or special technicians to provide capability for the controls required by the technical provisions of the specifications.

d. After the contract is awarded and before dredging operations are started, the Contractor shall meet with the Contracting Officer, or his representative, and discuss quality control requirements. The meeting shall develop mutual understanding relative to details of the system, including the forms to be used for recording the quality control operations, inspections, administration of the system, and the interrelationship of Contractor and Government inspection.

e. Unless specifically authorized by the Contracting Officer, no dredging shall be started until the Contractor's "quality control plan" is approved.

f. All compliance inspections shall be recorded on Form MOB 720, including but not limited to the specific items required in each technical section of the specifications. This form, to include records of corrective action taken, shall be furnished to the Government as required by the Contracting Officer.

g. If recurring deficiencies in an item or items indicate that the quality control system is not adequate, such corrective actions shall be taken as directed by the Contracting Officer.

25. CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible that his employees strictly comply with all Federal, State, and Municipal laws that may apply to operations under the contract; and it is understood and agreed that the Contractor assumes full responsibility for the safety of his employees, plant, and materials, and for any damage or injury done by or to them from any source or cause, except damage caused to plant or equipment by acts of the Government, its officers, agents or employees, in which event such damages will be the responsibility of the Government in accordance with applicable Federal laws. For the purpose of this clause, the terms "officers, agents or employees" of the Government shall not include persons who are employed by the Contractor and whose services have been furnished to the Government pursuant to this or any other contract.

26. DELAYS

If the Contractor refuses or fails to make delivery of the property within the time specified in the contract, or any extension thereof, as provided in specifications, or to maintain the property in serviceable condition and diligently and competently to conduct the specified operations as indicated by the Contracting Officer, the Government may by written notice, terminate the right of the Contractor to proceed with delivery or with further performance under the contract or such part or parts thereof affected by the delay. In such event, the Government may use or procure similar property by contract or otherwise and the Contractor shall be liable to the Government for any excess cost occasioned thereby. Unless otherwise provided in the specifications, the Government shall not be chargeable for out of service time due to breakdown not caused by the act of negligence of the Government or its agents.

27. PROTECTION OF MATERIAL AND WORK

The Contractor shall at all times protect and preserve all materials, supplies and equipment of every description (including property which may be Government-furnished or owned) and all work performed. All reasonable requests of the Contracting Officer to enclose or specially protect such property shall be complied with. If, as determined by the Contracting Officer, material, equipment, supplies, and work performed are not adequately protected by the Contractor such property may be protected by the Government and the cost thereof may be charged to the Contractor or deducted from any payments due him.

28. PARTNERING

In order to most effectively accomplish this contract, the Government proposes to form a cohesive partnership with the Contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget and on schedule. This partnership would be bilateral in make-up and participation will be totally voluntary. Any cost associated with implementing this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

29. PRECONSTRUCTION CONFERENCE

a. A preconstruction conference will be arranged by the Contracting Officer's representative after award of contract and before commencement of work. The Contracting Officer's representative will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed.

b. The Contractor shall bring to this conference the following items in either completed or draft form: The Contractor's order of work for dredging and performing other work. Accident Prevention Plan. Letter appointing superintendent. Transmittal register. Power of attorney and certified copy of resolution. List of subcontractors.

30. FLOATING CRANE OR DERRICK

The boom hoist on the floating crane or derrick shall be equipped with an auxiliary ratchet and pawl or other positive locking device that is controllable from the operator's station. The locking device shall hold the drum from rotating in the lowering direction and hold the rated load indefinitely.

31. SUNDAYS, HOLIDAYS AND NIGHTS

Due to the nature of the work, a twenty-four (24) hour operation will be performed on a seven (7) day week schedule. Work shall be performed on days declared by Congress as holidays for per diem employees that fall within the work described above. Deviation from the work week contracted for will be subject to the approval of the Contracting Officer. -

Operation Day. The dredge, together with the necessary attendant plant and with adequate crew, shall be operated 24 hours per day on an optional shift basis.

32. SUPERVISION

The work will be conducted as directed by the Contracting Officer and will be directed by Inspectors appointed by him who will enforce a strict compliance with the terms of the contract. The Inspectors will keep a record of the work done and see that the gages, ranges, and other marks are kept in proper order; but the presence of the Inspector shall not relieve the Contractor or his responsible agent (See subparagraph "d" of the Special Clause entitled "Plant") of any responsibility for the proper execution of the work in accordance with the contract and directives of the Contracting Officer issued thereunder. The Contractor will be required:

- (a) To furnish on the request of the Inspectors the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and personnel of the plant as may be reasonably necessary in directing the work.
- (b) To furnish on the request of the contracting Officer or his authorized representative suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant and to and from the disposal areas.
- (c) 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 thereof will be deducted from any amounts due or to become due to the Contractor.

33. CLEANING UP

The Contractor shall, at all times, keep the construction area, including storage areas used by him, free from accumulation of waste material or rubbish, and prior to completion of any dredging assignment, remove any rubbish from and about the premises and all tools, scaffolding, equipment, and materials not the property of the Government. Upon completion of any dredging assignment, the Contractor shall leave the work and premises in a clean, neat, and workmanlike condition satisfactory to the Contracting Officer.

34. GENERAL SAFETY REQUIREMENTS

- (a) All Contractor's must comply with the Corps of Engineers Safety and Health requirements Manual, EM-385-1-1 in effect on date of solicitation.
 - (a) There shall be designated a "plant fleeting area" within 2 miles of the dredge in which all non-used portions of plant or floating pipeline shall be stored. Such areas shall have upstream and downstream "hazardous area" buoys which are properly placed and marked with reflective tape to give the boating public adequate warning of the fleeting area while traveling at night. Additionally, a prominent lighted warning sign (as specified in EM 385-1-1, shall be displayed on the most upstream and downstream portions of equipment in the fleeting area. Such signs shall have reflective borders and shall be well lighted.

- (1) Floating pipeline within this fleeting area may be placed side-by-side if and only if protected by a barge at each end and shall not be placed in a manner which exceeds the width of the barges.
- (2) Floating pipeline within this fleeting area not so protected at each end by barges may only be placed singly and end-to-end. The provision for buoys, warning signs, lights and reflective tape at each end as specified in subparagraph
 - (a) above also applies in this case.
 - (b) All floating pipelines, whether in use or not shall be lighted with 8-inch yellow flashing lights, elevated 8 feet and spaced at intervals not exceeding 50 feet.
 - (c) Should the next scheduled dredging location not exceed 5 miles from the present location, shore pipe and only one joint of floating pipeline may be set up in advance. All precautionary measures specified in subparagraph (a) above apply to this site as well.
 - (d) All plant, used or non-used, shall be "inspected" at least once per shift by "both Contractor and Government inspector" to assure that buoys, signs, and lights are in place and that all lights operate properly. Daily reports of both the Contractor and Government inspector shall identify the inspectors and reflect the time of the inspection of plant in use and of plant at the fleeting area and at the next scheduled location. An adequate number of "reserve batteries and lights" shall be stored on the dredge at all times in order to restore nonfunctioning lights.
 - (e) All moves exceeding 5 miles from the present dredging location shall be with total plant in tow. No equipment shall be left behind.
 - (f) At all public boat launching ramps within 10 miles of dredging operations or equipment, a sturdy and prominent warning sign shall be displayed as depicted on the attached drawing, entitled "Warning Sign." The Contractor will be responsible for keeping this sign current with respect to his dredging operations or equipment. Such signs shall have red lettering and castles on white background with a red reflective border. Adequate spacing should be provided to allow for listing of two work sites.

35. HAZARD ANALYSIS PLAN

A hazard analysis plan, as described in Section 1, Article 01.A.05 of the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, dated latest edition, is required for this contract.

36. OBSTRUCTION OF CHANNEL DURING DREDGING OPERATIONS:

The Government will not undertake to keep the channels free from vessels or other obstruction, 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 approved on 8 August 1917. The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible and in case the Contractor's plant obstructs the channel to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such extent as may be necessary for a practicable passage. Upon the completion of the work, the Contractor shall promptly remove his plant including ranges, buoys, piles and other marks placed by him under the contract in navigable waters or on shore.

37. CONTRACTOR PAYMENT REQUEST

A copy of CESAM Form 1151 entitled PROMPT PAYMENT CERTIFICATION AND SUPPORTING DATA FOR CONTRACTOR PROGRESS PAYMENT INVOICE is included hereinafter, with instructions, following the Wage Rates. This form will be used in conjunction with the CONTRACT CLAUSE entitled PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS. The contracting Officer will provide copies of the form to the Contractor upon request. The Contractor shall complete the form, sign the certification and submit it with each progress payment invoice.

38. . INVOICE

Original invoices and 2 copies shall be submitted to the receiving office designated in the contract. Invoices shall not be mailed to the paying office at the USACE Finance Center in Millington, Tennessee.

39. DEFINITIONS

Wherever, in the specifications or upon any drawings the words directed, required, ordered, designated, prescribed, or words of like import are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription of the Contracting Officer is intended and similarly the words approved, acceptable, satisfactory or words of like import shall mean approved by, or acceptable to, or satisfactory to the Contracting Officer unless otherwise expressly stated.

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SECTION 01 32 01.00 10

PROJECT SCHEDULE: BAR CHART

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittal

PROJECT SCHEDULE AND CURVE; G,OP

PART 2 EXECUTION

2.1 GENERAL REQUIREMENTS

Prepare for approval a Practicable Project Schedule and Curve, as specified herein. Show in the schedule the sequence in which the Contractor proposes to perform the work and dates on which the Contractor contemplates starting and completing all schedule activities. Provide a schedule that is a forward planning as well as a project monitoring tool.

2.2 BASIS FOR PAYMENT

The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

2.3 PROJECT SCHEDULE AND CURVE

The Project Schedule shall be in the form of a chart consisting of a series of bars graphically indicating the sequence proposed to accomplish each work feature or operation. Each bar will represent a work feature, system or series of activities within the construction project. The chart shall be prepared to show the starting and completion dates of all work features on a linear horizontal time scale beginning with date of Notice to Proceed and indicating calendar days to completion. Interdependence of status of activities shall be shown. Horizontal time scale shall allow identification of the first work day each week, which shall be identified. Space between bars shall be allowed for future revisions and notations. The Initial Project Schedule shall be submitted for approval within fifteen (15) calendar days after Notice to Proceed. The schedule shall provide a reasonable sequence of activities which represent work through the entire project and shall be at a reasonable level of detail. The initial schedule shall be reviewed by the Government to determine compliance with contract requirements and realistic completion of the project in the period indicated. A revised project schedule shall be submitted based on Government review, if required.

With the Project Schedule, the Contractor shall also submit for approval a progress curve which reflects the intended schedule for completing the work. The progress curve (S-Curve) will be plotted to reflect Cumulative Progress (Percent) based on placement along the y-axis and Time along the x-axis.

2.3.1 SCHEDULE AND PROGRESS CURVE UPDATE

Approved Schedule and Progress Curve will be updated monthly during the entire duration of construction. Not later than four days after the Monthly Progress Meeting the Contractor shall submit the updated Project Schedule and Progress Curve. The updated versions shall include all approved contract revisions, progress of each activity to date of submission, and adjustments. Contractor shall also provide a very brief narrative report as required to indicate any problem areas, anticipated delays, impact on schedule, and corrective action.

2.3.2 PERIODIC PROGRESS MEETINGS

Progress meetings to discuss payment shall include on-site meetings or other regular intervals mutually agreed to at the preconstruction conference. During this meeting the Contractor will describe, on an activity by activity basis, all proposed revision and adjustments to the project schedule required to reflect the current status of the project. The Contracting Officer will review activity progress, proposed revisions, and adjustments as appropriate.

-- End of Section --

SECTION 01 33 00

SUBMITTAL PROCEDURES

05/11

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 are to be the same as those used in the contract drawings.

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

Contractor's Quality Control (CQC) System Manager to check and approve all items prior to submittal and stamp, sign, and date indicating action taken. Proposed deviations from the contract requirements are to be clearly identified. Include within submittals 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 are to be scheduled and made prior to the acquisition of the material or equipment covered thereby. Pick up and dispose of samples not incorporated into the work in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

A submittal register showing items of equipment and materials for when submittals are required by the specifications is provided as "Appendix A - Submittal Register".

1.2 DEFINITIONS

1.2.1 Submittal Descriptions (SD)

Submittals requirements are specified in the technical sections. Submittals are identified by Submittal Description (SD) numbers and titles as follows:

SD-01 Preconstruction Submittals

Submittals which are required prior to or the start of the next major phase of the construction on a multi-phase contract, includes schedules, tabular list of data, or tabular list including location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

Certificates of insurance

Surety bonds

List of proposed Subcontractors

List of proposed products

Construction progress schedule

Network Analysis Schedule (NAS)

Submittal register

Schedule of prices or Earned Value Report

Health and safety plan

Work plan

Quality Control(QC) plan

Environmental protection plan

SD-02 Shop Drawings

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the Contractor for integrating the product or system into the project.

Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be coordinated.

SD-04 Samples

Fabricated or unfabricated physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged.

Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project.

Field samples and mock-ups constructed on the project site establish standards by which the ensuring work can be judged. Includes assemblies or portions of assemblies which are to be incorporated into the project and those which will be removed at conclusion of the work.

SD-05 Design Data

Design calculations, mix designs, analyses or other data pertaining to a part of work.

SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified

requirements. Unless specified in another section, testing must have been within three years of date of contract award for the project.

Report which includes findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports.

Daily logs and checklists.

Final acceptance test and operational test procedure.

SD-07 Certificates

Statements printed on the manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a manufacturer, supplier, installer or Subcontractor through Contractor. The document purpose is to further promote the orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel qualifications.

Confined space entry permits.

Text of posted operating instructions.

SD-10 Operation and Maintenance Data

Data that is furnished by the manufacturer, or the system provider, to the equipment operating and maintenance personnel, including manufacturer's help and product line documentation necessary to maintain and install equipment. This data is needed by operating and maintenance personnel for the safe and efficient operation, maintenance and repair of the item.

This data is intended to be incorporated in an operations and maintenance manual or control system.

SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

Submittals required for Guiding Principle Validation (GPV) or Third Party Certification (TPC).

Special requirements necessary to properly close out a construction contract. For example, Record Drawings and as-built drawings. Also, submittal requirements necessary to properly close out a major phase of construction on a multi-phase contract.

1.2.2 Approving Authority

Office or designated person authorized to approve submittal.

1.2.3 Work

As used in this section, on- and off-site construction required by contract documents, including labor necessary to produce submittals, except those SD-01 Pre-Construction Submittals noted above, construction, materials, products, equipment, and systems incorporated or to be incorporated in such construction.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with this section.

SD-01 Preconstruction Submittals

Submittal Register; G

1.4 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.4.1 Government Approved (G)

Government 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 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, they are considered to be "shop drawings."

1.4.2 For Information Only

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 PREPARATION

1.5.1 Transmittal Form

Use the attached sample transmittal form (ENG Form 4025) for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms are included in the QCS software that the Contractor is required to use for this contract. Properly complete this form by filling out all the heading blank spaces and identifying each item submitted. Exercise special care to ensure proper listing of the specification paragraph and sheet number of the contract drawings pertinent to the data submitted for each item.

1.5.2 Source Drawings for Shop Drawings

The entire set of Source Drawing files (DWG) will not be provided to the

Contractor. Only those requested by the Contractor to prepare shop drawings may be provided. Request the specific Drawing Number only for the preparation of Shop Drawings. These drawings may only be provided after award.

1.5.2.1 Terms and Conditions

Data contained on these electronic files must not be used for any purpose other than as a convenience in the preparation of construction data for the referenced project. Any other use or reuse shall be at the sole risk of the Contractor and without liability or legal exposure to the Government. The Contractor must make no claim and waives to the fullest extent permitted by law, any claim or cause of action of any nature against the Government, its agents or sub consultants that may arise out of or in connection with the use of these electronic files. The Contractor must, to the fullest extent permitted by law, indemnify and hold the Government harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from the use of these electronic files.

These electronic Source Drawing files are not construction documents. Differences may exist between the Source Drawing files and the corresponding construction documents. The Government makes no representation regarding the accuracy or completeness of the electronic Source Drawing files, nor does it make representation to the compatibility of these files with the Contractor hardware or software. In the event that a conflict arises between the signed and sealed construction documents prepared by the Government and the furnished Source Drawing files, the signed and sealed construction documents govern. The Contractor is responsible for determining if any conflict exists. Use of these Source Drawing files does not relieve the Contractor of duty to fully comply with the contract documents, including and without limitation, the need to check, confirm and coordinate the work of all contractors for the project. If the Contractor uses, duplicates or modifies these electronic Source Drawing files for use in producing construction data related to this contract, remove all previous indicia of ownership (seals, logos, signatures, initials and dates).

1.5.3 Electronic File Format

Provide submittals in electronic format, with the exception of material samples required for SD-04 Samples items. In addition to the electronic submittal, provide three hard copies of the submittals. Compile the submittal file as a single, complete document, to include the Transmittal Form described within. Name the electronic submittal file specifically according to its contents, coordinate the file naming convention with the Contracting Officer. Electronic files must be of sufficient quality that all information is legible. Electronic format shall be in PDF, unless otherwise specified or directed by the Contracting Officer. Generate PDF files from original documents with bookmarks so that the text included in the PDF file is both searchable and can be copied. If documents are scanned, Optical Character Resolution (OCR) routines are required. Index and bookmark files exceeding 30 pages to allow efficient navigation of the file. When required, the electronic file must include a valid electronic signature, or scan of a signature.

Email electronic submittal documents fewer than 10MB to an email address as directed by the Contracting Officer. Provide electronic documents over 10MB on an optical disc, or through an electronic file sharing system such

as the AMRDEC SAFE Web Application located at the following website:
<https://safe.amrdec.army.mil/safe/>.

Provide hard copies of submittals when requested by the Contracting Officer. Up to two additional hard copies of any submittal may be requested at the discretion of the Contracting Officer, at no additional cost to the Government.

1.6 QUANTITY OF SUBMITTALS

1.6.1 Number of Copies of SD-02 Shop Drawings

Submit six copies of submittals of shop drawings requiring review and approval only by QC organization and seven copies of shop drawings requiring review and approval by Contracting Officer.

1.6.2 Number of Copies of SD-03 Product Data and SD-08 Manufacturer's Instructions

Submit in compliance with quantity requirements specified for shop drawings.

1.6.3 Number of Samples SD-04 Samples

- a. Submit two samples, or two sets of samples showing range of variation, of each required item. One approved sample or set of samples will be retained by approving authority and one will be returned to Contractor.
- b. Submit one sample panel or provide one sample installation where directed. Include components listed in technical section or as directed.
- c. Submit one sample installation, where directed.
- d. Submit one sample of non-solid materials.

1.6.4 Number of Copies SD-05 Design Data and SD-07 Certificates

Submit in compliance with quantity requirements specified for shop drawings.

1.6.5 Number of Copies SD-06 Test Reports and SD-09 Manufacturer's Field Reports

Submit in compliance with quantity and quality requirements specified for shop drawings other than field test results that will be submitted with QC reports.

1.6.6 Number of Copies of SD-10 Operation and Maintenance Data

Submit three copies of O&M Data to the Contracting Officer for review and approval.

1.6.7 Number of Copies of SD-01 Preconstruction Submittals and SD-11 Closeout Submittals

Unless otherwise specified, submit two sets of administrative submittals.

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 VARIATIONS

Variations from contract requirements require both Designer of Record (DOR) and Government approval pursuant to contract Clause FAR 52.236-21 and will be considered where advantageous to Government.

1.8.1 Considering Variations

Discussion with Contracting Officer prior to submission, after consulting with the DOR, will help ensure functional and quality requirements are met and minimize rejections and re-submittals. When contemplating a variation which results in lower cost, consider submission of the variation as a Value Engineering Change Proposal (VECP).

Specifically point out variations from contract requirements in transmittal letters. Failure to point out deviations may result in the Government requiring rejection and removal of such work at no additional cost to the Government.

1.8.2 Proposing Variations

When proposing variation, deliver written request to the Contracting Officer, with documentation of the nature and features of the variation and why the variation is desirable and beneficial to Government, including the DOR's written analysis and approval. If lower cost is a benefit, also include an estimate of the cost savings. In addition to documentation required for variation, include the submittals required for the item. Clearly mark the proposed variation in all documentation.

Check the column "variation" of ENG Form 4025 for submittals which include proposed deviations requested by the Contractor. 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.

1.8.3 Warranting that Variations are Compatible

When delivering a variation for approval, Contractor, including its Designer(s) of Record, warrants that this contract has been reviewed to establish that the variation, if incorporated, will be compatible with other elements of work.

1.8.4 Review Schedule is Modified

In addition to normal submittal review period, a period of 10 working days will be allowed for consideration by the Government of submittals with variations.

1.9 SUBMITTAL REGISTER

Prepare and maintain submittal register, as the work progresses. Do not change data which is output in columns (c), (d), (e), and (f) as delivered by Government; retain data which is output in columns (a), (g), (h), and (i) as approved. A submittal register showing items of equipment and materials for which submittals are required by the specifications is provided as an attachment. This list may not be all inclusive and additional submittals may be required. Maintain a submittal register for the project in accordance with Section 01 45 00.10 10 QUALITY CONTROL SYSTEM (QCS).

Column (c): Lists specification section in which submittal is required.

Column (d): Lists each submittal description (SD No. and type, e.g. SD-02 Shop Drawings) required in each specification section.

Column (e): Lists one principal paragraph in specification section where a material or product is specified. This listing is only to facilitate locating submitted requirements. Do not consider entries in column (e) as limiting project requirements.

Thereafter, the Contractor is to track all submittals by maintaining a complete list, including completion of all data columns, including dates on which submittals are received and returned by the Government.

1.9.1 Use of Submittal Register

Submit submittal register. Submit with QC plan and project schedule. Verify that all submittals required for project are listed and add missing submittals. Coordinate and complete the following fields on the register submitted with the QC plan and the project schedule:

Column (a) Activity Number: Activity number from the project schedule.

Column (g) Contractor Submit Date: Scheduled date for approving authority to receive submittals.

Column (h) Contractor Approval Date: Date Contractor needs approval of submittal.

Column (i) Contractor Material: Date that Contractor needs material delivered to Contractor control.

1.9.2 Contractor Use of Submittal Register

Update the following fields with each submittal throughout contract.

Column (b) Transmittal Number: Contractor assigned list of consecutive numbers.

Column (j) Action Code (k): Date of action used to record Contractor's review when forwarding submittals to QC.

Column (l) List date of submittal transmission.

Column (q) List date approval received.

1.9.3 Approving Authority Use of Submittal Register

Update the following fields.

Column (b) Transmittal Number: Contractor assigned list of consecutive numbers.

Column (l) List date of submittal receipt.

Column (m) through (p) List Date related to review actions.

Column (q) List date returned to Contractor.

1.9.4 Copies Delivered to the Government

Deliver one copy of submittal register updated by Contractor to Government with each invoice request.

1.10 SCHEDULING

Schedule and submit concurrently submittals covering component items forming a system or items that are interrelated. Include certifications to be submitted with the pertinent drawings at the same time. No delay damages or time extensions will be allowed for time lost in late submittals. An additional 15 calendar days will be allowed and shown on the register for review and approval of submittals for food service equipment and refrigeration and HVAC control systems.

- a. Coordinate scheduling, sequencing, preparing and processing of submittals with performance of work so that work will not be delayed by submittal processing. Allow for potential resubmittal of requirements.
- b. Submittals called for by the contract documents will be listed on the register. If a submittal is called for but does not pertain to the contract work, the Contractor is to include the submittal in the register and annotate it "N/A" with a brief explanation. Approval by the Contracting Officer does not relieve the Contractor of supplying submittals required by the contract documents but which have been omitted from the register or marked "N/A."
- c. Re-submit register and annotate monthly by the Contractor with actual submission and approval dates. When all items on the register have been fully approved, no further re-submittal is required.
- d. Carefully control procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

1.11 GOVERNMENT APPROVING AUTHORITY

When approving authority is Contracting Officer, the Government will:

- a. Note date on which submittal was received.
- b. Review submittals for approval within scheduling period specified and only for conformance with project design concepts and compliance with contract documents.

- c. Identify returned submittals with one of the actions defined in paragraph REVIEW NOTATIONS and with markings appropriate for action indicated.

Upon completion of review of submittals requiring Government approval, stamp and date submittals. Four (4) copies of the submittal will be retained by the Contracting Officer and two (2) copies of the submittal will be returned to the Contractor. If the Government performs a conformance review of other Designer of Record approved submittals, the submittals will be so identified and returned, as described above.

1.11.1 Review Notations

Contracting Officer review will be completed within 30 calendar days after date of submission. Submittals will be returned to the Contractor with the following notations:

- a. Submittals marked "approved" or "accepted" authorize the Contractor to proceed with the work covered.
- b. Submittals marked "approved as noted" "or approved, except as noted, resubmittal not required," authorize the Contractor to proceed with the work covered provided he takes no exception to the corrections.
- c. Submittals marked "not approved" or "disapproved," or "revise and resubmit," indicate noncompliance with the contract requirements or design concept, or that submittal is incomplete. Resubmit with appropriate changes. No work shall proceed for this item until resubmittal is approved.
- d. Submittals marked "not reviewed" will indicate submittal has been previously reviewed and approved, is not required, does not have evidence of being reviewed and approved by Contractor, or is not complete. A submittal marked "not reviewed" will be returned with an explanation of the reason it is not reviewed. Resubmit submittals returned for lack of review by Contractor or for being incomplete, with appropriate action, coordination, or change.

1.12 DISAPPROVED OR REJECTED SUBMITTALS

Contractor shall make corrections required by the Contracting Officer. If the Contractor considers any correction or notation on the returned submittals to constitute a change to the contract drawings or specifications; notice as required under the Contract clause CHANGES, is to be given to the Contracting Officer. Contractor is responsible for the dimensions and design of connection details and construction of work. Failure to point out deviations may result in the Government requiring rejection and removal of such work at the Contractor's expense.

If changes are necessary to submittals, make such revisions and submission of the submittals in accordance with the procedures above. No item of work requiring a submittal change is to be accomplished until the changed submittals are approved.

1.13 APPROVED/ACCEPTED SUBMITTALS

The Contracting Officer's approval or acceptance of submittals is not to be construed as a complete check, and indicates only that the general method of construction, materials, detailing and other information are

satisfactory.

Approval or acceptance will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work.

After submittals have been approved or accepted 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.

1.14 APPROVED SAMPLES

Approval of a sample is only for the characteristics or use named in such approval and is not be construed to change or modify any contract requirements. Before submitting samples, the Contractor to assure that the materials or equipment will be available in quantities required in the project. No change or substitution will be permitted after a sample has been approved.

Match the approved samples for materials and equipment incorporated in the work. If requested, approved samples, including those which may be damaged in testing, will be returned to the Contractor, at his expense, upon completion of the contract. Samples not approved will also be returned to the Contractor at its expense, if so requested.

Failure of any materials to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material. Government reserves the right to disapprove any material or equipment which previously has proved unsatisfactory in service.

Samples of various materials or equipment delivered on the site or in place may be taken by the Contracting Officer for testing. Samples failing to meet contract requirements will automatically void previous approvals. Contractor to replace such materials or equipment to meet contract requirements.

Approval of the Contractor's samples by the Contracting Officer does not relieve the Contractor of his responsibilities under the contract.

1.15 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.16 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 sheets(s)
SIGNATURE: _____
TITLE:
DATE: _____

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --

INSTRUCTIONS

1. Section 1 will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmits mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288 for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- | | | | | | |
|---|----|---|----|----|---|
| A | -- | Approved as submitted. | E | -- | Disapproved (See attached). |
| B | -- | Approved, except as noted on drawings. | F | -- | Receipt acknowledged. |
| C | -- | Approved, except as noted on drawings.
Refer to attached sheet resubmission required | FX | -- | Receipt acknowledged, does not comply
as noted with contract requirements. |
| D | -- | Will be returned by separate correspondence. | G | -- | Other (Specify) |
10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION		CONTRACTOR																
ACTIVITY NO	TRANSMITTAL NO	SPECIES	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVERNOR CLASSIFICATION	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			APPROVING AUTHORITY			REMARKS			
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION	DATE OF ACTION	DATE FWD TO APPR AUTH/	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	DATE OF ACTION		DATE RCD FRM APPR AUTH		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	
	01 00 00		SD-01 Preconstruction Submittals Survey Plan;	1.11.2	G OP													
			SD-05 Design Data Preconstruction Surveys;	1.11.3.5	G OP													
			Acceptance Surveys;	1.11.3.6	G OP													
			Post-construction Surveys;	1.11.3.7	G OP													
			SD-06 Test Reports Daily Survey Reports	1.11.1														
			SD-11 Closeout Submittals Contractor Prepared As-Built Drawings;	1.7	G OP													
	01 32 01.00 10		SD-01 Preconstruction Submittals PROJECT SCHEDULE AND CURVE;	2.3	G OP													
	01 33 00		SD-01 Preconstruction Submittals Submittal Register	1.9	G													
	01 35 26		SD-01 Preconstruction Submittals Accident Prevention Plan (APP) Activity Hazard Analysis (AHA) Crane Critical Lift Plan (if applicable) Crane Operator Qualifications (if applicable)	1.6 1.7	G SO G SO G SO													
			SD-06 Test Reports Notifications and Reports	1.11														
			Accident Reports	1.11.2	G OP													

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SECTION 01 35 26

GOVERNMENTAL SAFETY REQUIREMENTS

02/12

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1

Safety and Health Requirements Manual

All interim changes (changes made between publication of new editions) to this manual, and the effective date of change will be posted on the Safety and Occupational Health website:

<http://www.usace.army.mil/CESO/Pages/Home.aspx>

1.2 DEFINITIONS

- a. High Visibility Accident. Any mishap which may generate publicity or high visibility.
- b. Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.
- c. Recordable Injuries or Illnesses. Any work-related injury or illness that results in:
 - (1) Death, regardless of the time between the injury and death, or the length of the illness;
 - (2) Days away from work (any time lost after day of injury/illness onset);
 - (3) Restricted work;
 - (4) Transfer to another job;
 - (5) Medical treatment beyond first aid;
 - (6) Loss of consciousness; or
 - (7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.
- d. "USACE" property and equipment specified in USACE EM 385-1-1 should be interpreted as Government property and equipment.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Accident Prevention Plan (APP); G, SO

Activity Hazard Analysis (AHA); G, SO

Crane Critical Lift Plan (if applicable); G, SO

Crane Operator Qualifications (if applicable); G, SO

SD-06 Test Reports

Notifications and Reports

Submit reports as their incidence occurs, in accordance with the requirements of the paragraph, "Notifications and Reports."

Accident Reports; G, OP

SD-07 Certificates

License Certificates; G, OP

1.4 REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this contract, comply with the most recent edition of USACE EM 385-1-1, and all applicable federal, state, and local laws, ordinances, criteria, rules and regulations. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements govern.

1.5 SITE QUALIFICATIONS, DUTIES AND MEETINGS

1.5.1 Personnel Qualifications

1.5.1.1 Site Safety and Health Officer (SSHO)

1.5.1.2 USACE Dredging Contract Requirements

1.5.1.2.1 SSHO Staffing for USACE Dredging Contracts

- a. Dredging contracts may include several project sites; this contract will require a minimum of 1 full time SSHO(s) assigned per project site. SSHO may be 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. Individual dredging project sites with work force less than 8 employees, the SSHO may be a collateral duty, with the same responsibilities of a full time SSHO.
 - d. Hopper dredges with USCG-Documented crews may designate an officer as a collateral-duty SSHO instead of having a full-time SSHO if the officer meets the SSHO training and experience requirements.

1.5.1.2.2 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 shall report to a senior project (or corporate) officials.
- 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 SSHO will be assigned to insure 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.

1.5.1.2.3 Designated Representative (DR) Requirements for Dredging

- a. Designated Representatives (DR) are 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 SSHO/Alternate SSHO. The SSHO shall document results of safety findings and provide information for inclusion in the CQC reports to the Government Representative.

1.5.1.2.4 Safety Personnel Training Requirements for Dredging

- a. The SSHO, Alternate SSHO, and Designated Representatives for dredging contracts shall take either the OSHA 30-hour Construction Safety Course or an equivalent 30 hours of formal safety and health training covering the subjects of the OSHA 30-hour Course (see EM 385-1-1 Appendix A, paragraph 4.b) applicable to dredging work and given by qualified instructors.
- b. The SSHOs shall also have taken 24 hours of formal classroom or online safety and health related coursework in the past four (4) years. Hours spent as an instructor in such courses will be considered the same as attending them, but each course only gets credit once (ie. Instructing a 1-hour asbestos awareness course 5 times in the past 4 years provides one hour credit for training).
- c. The SSHO, Alternate SSHO, and Designated Representatives shall have a minimum of three years' continuous experience within the past 5 years in supervising/ managing dredging, marine or land-based construction, work managing safety programs or processes, or conducting hazard analyses and developing controls in activities or environments with similar hazards. This is in lieu of the construction experience required by paragraph 01.A.17.b, EM 385-1-1.

1.5.1.3 Crane Operators

Meet the crane operators requirements in USACE EM 385-1-1, Section 16 and Appendix I. In addition, for mobile cranes with Original Equipment Manufacturer (OEM) rated capacities of 50,000 pounds or greater, designate crane operators as qualified by a source that qualifies crane operators (i.e., union, a government agency, or an organization that tests and qualifies crane operators). Provide proof of current qualification.

1.5.2 Personnel Duties

1.5.2.1 Site Safety and Health Officer (SSHO)

The SSHO shall:

- a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Attach safety inspection logs to the Contractors' daily quality control report.
- b. Conduct mishap investigations and complete required reports. Maintain the OSHA Form 300 and Daily Production reports for prime and sub-contractors.
- c. Maintain applicable safety reference material on the job site.
- d. Attend the pre-construction conference, pre-work meetings including

preparatory inspection meeting, and periodic in-progress meetings.

- e. Implement and enforce accepted APPS and AHAs.
- f. Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. Post a list of unresolved safety and health deficiencies on the safety bulletin board.
- g. Ensure sub-contractor compliance with safety and health requirements.
- h. Maintain a list of hazardous chemicals on site and their material safety data sheets.

Failure to perform the above duties will result in dismissal of the superintendent, QC Manager, and/or SSHO, and a project work stoppage. The project work stoppage will remain in effect pending approval of a suitable replacement.

1.5.3 Meetings

1.5.3.1 Preconstruction Conference

- a. Contractor representatives who have a responsibility or significant role in accident prevention on the project shall attend the preconstruction conference. This includes the project superintendent, site safety and health officer, quality control supervisor, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).
- b. Discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the Contracting Officer's representative as to which phases will require an analysis. In addition, establish a schedule for the preparation, submittal, review, and acceptance of AHAs to preclude project delays.
- c. Deficiencies in the submitted APP will be brought to the attention of the Contractor at the preconstruction conference, and the Contractor shall revise the plan to correct deficiencies and re-submit it for acceptance. Do not begin work until there is an accepted APP.

1.6 ACCIDENT PREVENTION PLAN (APP)

Use a qualified person to prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Accident Prevention Plan". Specific requirements for some of the APP elements are described below. The APP shall be job-specific and address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Contractor's overall safety and health program. Include any portions of the Contractor's overall safety and health program referenced in the APP in the applicable APP element and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the

safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.

Submit the APP to the Contracting Officer 15 calendar days prior to the date of the preconstruction conference for acceptance. Work cannot proceed without an accepted APP.

Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.

Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSO and quality control manager. Should any severe hazard exposure, i.e. imminent danger, become evident, stop work in the area, secure the area, and develop a plan to remove the exposure and control the hazard. Notify the Contracting Officer within 24 hours of discovery. Eliminate/remove the hazard. In the interim, take all necessary action to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public and the environment.

Copies of the accepted plan will be maintained at the ARCO's office and at the job site. Continuously review and amend the APP, as necessary, throughout the life of the contract. Incorporate unusual or high-hazard activities not identified in the original APP as they are discovered.

1.6.1 EM 385-1-1 Contents

In addition to the requirements outlined in Appendix A of USACE EM 385-1-1, the following is required:

- (a) For barge mounted mobile cranes, barge stability calculations identifying barge list and trim based on anticipated loading; and load charts based on calculated list and trim. The amount of list and trim shall be within the crane manufacturer's requirements.

1.7 ACTIVITY HAZARD ANALYSIS (AHA)

The Activity Hazard Analysis (AHA) format shall be in accordance with USACE EM 385-1-1, Section 1. Submit the AHA for review at least 15 calendar days prior to the start of each phase. Format subsequent AHAs as amendments to the APP. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls.

The AHA list will be reviewed periodically (at least monthly) at the Contractor supervisory safety meeting and updated as necessary when procedures, scheduling, or hazards change.

Develop the activity hazard analyses using the project schedule as the basis for the activities performed. Any activities listed on the project schedule will require an AHA. The AHAs will be developed by the contractor, supplier or subcontractor and provided to the prime contractor for submittal to the Contracting Officer.

1.8 DISPLAY OF SAFETY INFORMATION

Within 1 calendar day after commencement of work, erect a safety bulletin board at the job site. Where size, duration, or logistics of project do not facilitate a bulletin board, an alternative method, acceptable to the Contracting Officer, that is accessible and includes all mandatory information for employee and visitor review, shall be deemed as meeting the requirement for a bulletin board. Include and maintain information on safety bulletin board as required by EM 385-1-1, section 01.A.06.

1.9 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in the article "References." Maintain applicable equipment manufacturer's manuals.

1.10 EMERGENCY MEDICAL TREATMENT

Contractors will arrange for their own emergency medical treatment. Government has no responsibility to provide emergency medical treatment.

1.11 NOTIFICATIONS and REPORTS

1.11.1 Accident Notification

Notify the Contracting Officer as soon as practical, but no more than four hours after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any weight handling equipment accident. Within notification include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.

1.11.2 Accident Reports

Conduct an accident investigation for recordable injuries and illnesses, for Medical Treatment defined in paragraph DEFINITIONS, property damage accidents resulting in at least \$2,000 in damages, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. Complete the applicable USACE Accident Report Form 3394, and provide the report to the Contracting Officer within 5 calendar day(s) of the accident.

The Contracting Officer will provide copies of any required or special forms.

1.11.3 Certificate of Compliance

Provide a Certificate of Compliance for each crane entering an activity under this contract (see Contracting Officer for a blank certificate). State within the certificate that the crane and rigging gear meet applicable OSHA regulations (with the Contractor citing which OSHA regulations are applicable, e.g., cranes used in construction, demolition, or maintenance comply with the USACE EM 385-1-1 Section 16 and Appendix I. Certify on the Certificate of Compliance that the crane operator(s) is qualified and trained in the operation of the crane to be used. Also

certify that all of its crane operators working on the DOD activity have been trained in the proper use of all safety devices (e.g., anti-two block devices). Post certifications on the crane.

PART 2 EXECUTION

2.1 CONSTRUCTION AND OTHER WORK

2.1.1 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with USACE EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials. Low mercury lamps used within fluorescent lighting fixtures are allowed as an exception without further Contracting Officer approval. Notify the Radiation Safety Officer (RSO) prior to excepted items of radioactive material and devices being brought on base.

2.2 CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)

Ensure that each employee is familiar with and complies with these procedures and USACE EM 385-1-1, Section 12, Control of Hazardous Energy.

2.3 FALL HAZARD PROTECTION AND PREVENTION PROGRAM

Establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards in accordance with Section 21 of the EM-385-1-1.

2.4 EQUIPMENT

2.4.1 Material Handling Equipment

- a. Material handling equipment such as forklifts shall not be modified with work platform attachments for supporting employees unless specifically delineated in the manufacturer's printed operating instructions.
- b. The use of hooks on equipment for lifting of material or any other modification to equipment must be in accordance with manufacturer's printed instructions, or approved by the manufacturer in writing.

2.4.2 Weight Handling Equipment

- a. Equip cranes and derricks as specified in EM 385-1-1, section 16.

2.5 Utility Locations

All underground utilities in the work area must be positively identified by a third party, independent, private utility locating company in addition to any station locating service and coordinated with the station utility department.

2.6 Utility Location Verification

Physically verify underground utility locations, including utility depth, by hand digging using wood or fiberglass handled tools when any adjacent construction work is expected to come within three feet of the underground system.

2.7 Utilities Within and Under Concrete, Bituminous Asphalt, and Other Impervious Surfaces

Utilities located within and under concrete slabs or pier structures, bridges, parking areas, and the like, are extremely difficult to identify. Whenever contract work involves chipping, saw cutting, or core drilling through concrete, bituminous asphalt or other impervious surfaces, the existing utility location must be coordinated with station utility departments in addition to location and depth verification by a third party, independent, private locating company. The third party, independent, private locating company shall locate utility depth by use of Ground Penetrating Radar (GPR), X-ray, bore scope, or ultrasound prior to the start of demolition and construction. Outages to isolate utility systems must be used in circumstances where utilities are unable to be positively identified. The use of historical drawings does not alleviate the contractor from meeting this requirement.

2.8 WORK IN CONFINED SPACES

Comply with the requirements in Section 34 of USACE EM 385-1-1. Any potential for a hazard in the confined space requires a permit system to be used.

-- End of Section --

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SECTION 01 42 00

SOURCES FOR REFERENCE PUBLICATIONS

11/14

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization (e.g. ASTM B564 Standard Specification for Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the standards producing organization should be ordered from the source by title rather than by number.

ASTM INTERNATIONAL (ASTM)
100 Barr Harbor Drive, P.O. Box C700
West Conshohocken, PA 19428-2959
Ph: 877-909-2786
Internet: <http://www.astm.org>

U.S. ARMY CORPS OF ENGINEERS (USACE)
CRD-C DOCUMENTS available on Internet:
http://www.wbdg.org/ccb/browse_cat.php?c=68
Order Other Documents from:
USACE Publications Depot
Attn: CEHEC-IM-PD
2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081
Fax: 301-394-0084
E-mail: pubs-army@usace.army.mil
Internet: <http://www.publications.usace.army.mil/>
or
<http://www.hnc.usace.army.mil/Missions/Engineering/TECHINFO.aspx>

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

-- End of Section --

SECTION 01 45 00.00 10

QUALITY CONTROL
02/10

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM D3740 (2012a) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

ASTM E329 (2014a) Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all associated costs will be included in the applicable Bid Schedule prices.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Contractor Quality Control (CQC) Plan; G, OP

SD-06 Test Reports

Verification Statement

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

Establish and maintain an effective quality control (QC) system that complies with the Contract Clause titled "Inspection of Construction." QC

consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The QC system must cover all construction operations, both onsite and offsite, and be keyed to the proposed construction sequence. The project superintendent will be held responsible for the quality of work and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. In this context the highest level manager responsible for the overall construction activities at the site, including quality and production is the project superintendent. The project superintendent must maintain a physical presence at the site at all times and is responsible for all construction and related activities at the site, except as otherwise acceptable to the Contracting Officer.

3.2 QUALITY CONTROL PLAN

Submit no later than 15 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional work.

3.2.1 Content of the CQC Plan

Include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff will implement the three phase control system for all aspects of the work specified. Include a CQC System Manager who reports to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. Letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities will be issued by the CQC System Manager. Copies of these letters must be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures must be in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities approved by the Contracting Officer must be used.)

- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. Establish verification procedures that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. Submit the CQC Plan a minimum of 5 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details must be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting will be prepared by the Government, signed by both the Contractor and the Contracting Officer and will become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a Safety and Health Manager, CQC System Manager and sufficient number of additional qualified personnel

to ensure safety and contract compliance. The Safety and Health Manager must report directly to a senior project (or corporate) official independent from the CQC System Manager. The Safety and Health Manager will also serve as a member of the CQC Staff Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff must maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff will be subject to acceptance by the Contracting Officer. Provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Promptly complete and furnish all letters, material submittals, shop drawing submittals, schedules and all other project documentation to the CQC organization. The CQC organization is responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

Identify as CQC System Manager an individual within the onsite work organization who is responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager must be a construction person with a minimum of 5 years in related work. This CQC System Manager must be on the site at all times during construction and be employed by the prime Contractor. The CQC System Manager must be assigned as CQC System Manager but may have duties as project superintendent in addition to quality control. Identify in the plan an alternate to serve in the event of the CQC System Manager's absence. The requirements for the alternate are the same as the CQC System Manager.

3.4.3 Additional Requirement

In addition to the above experience and education requirements, the CQC System Manager must have completed the Construction Quality Management (CQM) for Contractors course. If the CQC System Manager does not have a current certification, obtain the CQM for Contractors course certification within 90 days of award. This course is periodically offered by the Naval Facilities Engineering Command and the Army Corps of Engineers. Contact the Contracting Officer's Representative for information on the next scheduled class.

The Construction Quality Management Training certificate expires after 5 years. If the CQC System Manager's certificate has expired, retake the course to remain current.

3.4.4 Organizational Changes

Maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, must comply with the requirements in Section 01 33 00 SUBMITTAL PROCEDURES. The CQC organization is responsible for certifying that all submittals and deliverables are in compliance with the contract requirements. When Section 23 08 00.00 10 COMMISSIONING OF HVAC SYSTEMS

are included in the contract, the submittals required by those sections must be coordinated with Section 01 33 00 SUBMITTAL PROCEDURES to ensure adequate time is allowed for each type of submittal required.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control must be conducted by the CQC System Manager for each definable feature of the construction work as follows:

3.6.1 Preparatory Phase

This phase is performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase includes:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. Make available during the preparatory inspection a copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field. Maintain and make available in the field for use by Government personnel until final acceptance of the work.
- b. Review of the contract drawings.
- c. Check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. Examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. Review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. Check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government must be notified at least 24 hours in advance of beginning the preparatory control phase. Include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. Document the results of the preparatory phase actions by separate minutes prepared by the CQC System Manager and attach to the daily CQC report. Instruct applicable workers as to the

acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase is accomplished at the beginning of a definable feature of work. Accomplish the following:

- a. Check work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing are in compliance with the contract.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government must be notified at least 24 hours in advance of beginning the initial phase for definable feature of work. Prepare separate minutes of this phase by the CQC System Manager and attach to the daily CQC report. Indicate the exact location of initial phase for definable feature of work for future reference and comparison with follow-up phases.
- g. The initial phase for definable feature of work should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Perform daily checks to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. Record the checks in the CQC documentation. Conduct final follow-up checks and correct all deficiencies prior to the start of additional features of work which may be affected by the deficient work. Do not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Conduct additional preparatory and initial phases on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

Perform specified or required tests to verify that control measures are

adequate to provide a product which conforms to contract requirements. Upon request, furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. Procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. Perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Record results of all tests taken, both passing and failing on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. Provide an information copy of tests performed by an offsite or commercial test facility directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

The listing of validated testing laboratories is available at <http://gsl.erd.c.usace.army.mil/SL/MTC/>.

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel must meet criteria detailed in ASTM D3740 and ASTM E329.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge determined by the Contracting Officer's Representative to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Conduct an inspection of the work by the CQC System Manager near the end of the work, or any increment of the work established by a time stated in the SPECIAL CONTRACT REQUIREMENTS Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications. Prepare and include in the CQC documentation a punch list of items which do not conform to the approved drawings and specifications, as required by paragraph DOCUMENTATION. Include within the list of deficiencies the estimated date by which the deficiencies will be corrected. Make a second inspection the CQC System Manager or staff to ascertain that all deficiencies have been corrected. Once this is accomplished, notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. Ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Correct any items noted on the Pre-Final inspection in a timely manner. These inspections and any deficiency corrections required by this paragraph must be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative must be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notify the Contracting Officer at least 14 days prior to the final acceptance inspection and include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

Maintain current records providing factual evidence that required quality control activities and/or tests have been performed. Include in these records the work of subcontractors and suppliers on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.

- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. Identify the control phase (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.

- k. Contractor's Verification Statement.

Indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. Cover both conforming and deficient features and include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. Furnish the original and one copy of these records in report form to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, prepare and submit one report for every 7 days of no work and on the last day of a no work period. All calendar days must be accounted for throughout the life of the contract. The first report following a day of no work will be for that day only. Reports must be signed and dated by the CQC System Manager. Include copies of test reports and copies of reports prepared by all subordinate quality control personnel within the CQC System Manager Report.

3.10 SAMPLE FORMS

Sample forms enclosed at the end of this section.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. Take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, will be deemed sufficient for the purpose of notification. 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 the time lost due to such stop orders will be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --

CONTRACTOR'S QUALITY CONTROL REPORT (QCR) (ER 1180-1-6)		DATE:	REPORT NO.:
CONTRACT NUMBER AND NAME OF CONTRACTOR:		DESCRIPTION AND LOCATION OF THE WORK:	
WEATHER CLASSIFICATION: CLASS A No interruptions of any kind from weather conditions occurring on this or previous shifts. CLASS B Weather occurred during this shift that caused a complete stoppage of all work. CLASS C Weather occurred during this shift that caused a partial stoppage of work. CLASS D Weather overhead excellent or suitable during shift. Work completely stopped due to results of previous adverse weather. CLASS E Weather overhead excellent or suitable during shift but work partially stopped due to previous adverse manner. OTHER Explain.		CLASSIFICATION: CLASS _____ TEMPERATURE: MAX _____ MIN _____ PRECIPITATION: INCHES _____	
CONTRACTOR/SUBCONTRACTORS AND AREA OF RESPONSIBILITY FOR WORK PERFORMED TODAY: <i>(Attach list of items of equipment either idle or working as appropriate.)</i> a. _____ b. _____ c. _____ d. _____ e. _____ f. _____ g. _____ 1. WORK PERFORMED TODAY: (Indicate location and description of work performed. Refer to work performed by prime and/or subcontractors by letter in Table above.) PURPOSE: Contractors Daily QC Report. Revision necessitated by EIG recommendation MONTHLY USAGE: 1,500 PRESCRIBING DIRECTIVE: ER 1180-1-6 FUNCTIONAL CODE: 1180 Series - Engineer Contracts			
2. TYPE AND RESULTS OF INSPECTION: (Indicate whether: P - Preparatory, I - Initial, or F - Follow-up and include satisfactory work completed or deficiencies with action to be taken.)			
3. TESTS REQUIRED BY PLANS AND/OR SPECIFICATIONS PERFORMED AND RESULTS OF TESTS:			

4. VERBAL INSTRUCTIONS RECEIVED: (List any instructions given by Government personnel on construction deficiencies, retesting required, etc., with action to be taken.)

5. REMARKS: (Cover any conflicts in plans, specifications or instructions: acceptability of incoming materials: offsite surveillance activities; progress of work, delays, causes and extent thereof; days of no work with reasons for same.)

6. SAFETY: (Include any infractions of approved safety plan, safety manual or instructions from Government personnel. Specify corrective action taken.)

INSPECTOR

CONTRACTOR'S CERTIFICATION: I certify that the above report is complete and correct and that all material and equipment used, work performed and tests conducted during this reporting period were in strict compliance with the contract plans and specifications except as noted above.

CONTRACTOR'S APPROVED AUTHORIZED REPRESENTATIVE

SECTION 01 45 00.10 10

QUALITY CONTROL SYSTEM (QCS)
02/10

PART 1 GENERAL

1.1 Contract Administration

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor must use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. The Contractor module, user manuals, updates, and training information can be downloaded from the RMS web site (<http://rms.usace.army.mil>). This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

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

1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record will also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01 32 01.00 10 PROJECT SCHEDULE: BAR CHART, Section 01 33 00 SUBMITTAL PROCEDURES, and Section 01 45 00.00 10 QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith will be included in the contract pricing for the work.

1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor will be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on optical disk. Any program updates of QCS will be made available to the Contractor via the

Government RMS Website as they become available.

1.3 SYSTEM REQUIREMENTS

The following is the minimum system configuration required to run QCS:

QCS and Quality Assurance System (QAS) System	
Hardware	
Windows-based PC	1000 MHz Pentium or higher processor
RAM	256+ MB for workstation / 512+ MB for server
Hard drive disk	1 GB space for sole use by the QCS system
Optical Disk (CD or DVD) Reader	8x speed or higher
Monitor	SVGA or higher resolution (1024x768, 256 colors)
Mouse or other pointing device	
Windows compatible printer	Laser printer must have 4 MB+ of RAM
Connection to the Internet	minimum 56k BPS
Software	
MS Windows	2000, XP, Vista or Windows 7
QAS-Word Processing software	MS Word 2000 or newer
Internet browser	Netscape Navigator, Microsoft Internet Explorer, or other browser that supports HTML 4.0 or higher
E-mail	MAPI compatible
Virus protection software	regularly upgraded with all issued manufacturer's updates

1.4 RELATED INFORMATION

1.4.1 QCS User Guide

After contract award, download instructions for the installation and use of QCS from the Government RMS Internet Website. In case of justifiable difficulties, the Government will provide an optical disk (CD/DVD) containing these instructions.

1.4.2 Contractor Quality Control (CQC) Training

The use of QCS is discussed in the mandatory CQC Training class entitled "Construction Quality Manager For Contractors". The requirement for this training class is detailed in Section 01 45 00.00 10.

1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government will provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by using the Government's SFTP repository built into QCS import/export function. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

1.6 DATABASE MAINTENANCE

Establish, maintain, and update data in the QCS database throughout the duration of the contract at the Contractor's site office. Submit data updates to the Government (e.g., daily reports, submittals, RFI's, schedule updates, payment requests, etc.) using the Government's SFTP repository built into QCS export function. If permitted by the Contracting Officer or Authorized Representative, e-mail or optical disk may be used instead of the SFTP repository (see Paragraph DATA SUBMISSION VIA optical disk). The QCS database typically includes current data on the following items:

1.6.1 Administration

1.6.1.1 Contractor Information

Contain within the database the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, deliver Contractor administrative data in electronic format.

1.6.1.2 Subcontractor Information

Contain within the database the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Assign each subcontractor/trade a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, deliver subcontractor administrative data in electronic format.

1.6.1.3 Correspondence

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

1.6.1.4 Equipment

Contain within the Contractor's QCS database a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet,

QA/QC comments, Submittal Register Status, and Three-Phase Control checklists.

1.6.1.6 Request For Information (RFI)

Exchange all Requests For Information (RFI) using the Built-in RFI generator and tracker in QCS.

1.6.2 Finances

1.6.2.1 Pay Activity Data

Include within the QCS database a list of pay activities that the Contractor must develop in conjunction with the construction schedule. The sum of all pay activities must be equal to the total contract amount, including modifications. Group pay activities Contract Line Item Number (CLIN); the sum of the activities must equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

1.6.2.2 Payment Requests

Prepare all progress payment requests using QCS. Complete the payment request worksheet, prompt payment certification, and payment invoice in QCS. Update the work completed under the contract, measured as percent or as specific quantities, at least monthly. After the update, generate a payment request report using QCS. Submit the payment request, prompt payment certification, and payment invoice with supporting data using the Government's SFTP repository built into QCS export function. If permitted by the Contracting Officer or Authorized Representative, e-mail or a optical disk may be used. A signed paper copy of the approved payment request is also required, which will govern in the event of discrepancy with the electronic version.

1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other Contractor QC requirements. Maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. Provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01 45 00.00 10 QUALITY CONTROL. Within seven calendar days of Government acceptance, submit a QCS update reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS must be the Contractor's official report. Summarize data from any supplemental reports by the Contractor and consolidate onto the QCS-generated Daily CQC Report. Submit daily CQC Reports as required by Section 01 45 00.00 10 QUALITY CONTROL. Electronically submit reports to the Government within 24 hours after the date covered by the report. Also provide the Government a signed, printed copy of the daily CQC report.

1.6.3.2 Deficiency Tracking.

Use QCS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC punch list items. Maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. Regularly update the correction status of both QC and QA punch list items.

1.6.3.3 QC Requirements

Develop and maintain a complete list of QC testing , transferred and installed property, and user training requirements in QCS. Update all data on these QC requirements as work progresses, and promptly provide this information to the Government via QCS.

1.6.3.4 Three-Phase Control Meetings

Maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

1.6.3.5 Labor and Equipment Hours

Log labor and equipment exposure hours on a daily basis. This data will be rolled up into a monthly exposure report.

1.6.3.6 Accident/Safety Reporting

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. Regularly update the correction status of the safety comments. In addition, utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 300.

1.6.3.7 Features of Work

Include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.6.3.8 Hazard Analysis

Use QCS to develop a hazard analysis for each feature of work included in the CQC Plan. Address any hazards, or potential hazards, that may be associated with the work.

1.6.4 Submittal Management

The Government will provide the initial submittal register in electronic format. Thereafter, maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. Use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update must be produced using QCS. QCS and RMS will be used to update, store and exchange

submittal registers and transmittals, but will not be used for storage of actual submittals.

1.6.5 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data from RMS, and schedule data using SDEF.

1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. Ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

1.8 DATA SUBMISSION VIA OPTICAL DISK

The Government-preferred method for Contractor's submission of QCS data is by using the Government's SFTP repository built into QCS export function. Other data should be submitted using E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of optical disk for data transfer. Export data onto optical disks using the QCS built-in export function. If used, submit optical disks in accordance with the following:

1.8.1 File Medium

Submit in English required data on optical disk conforming to industry standards used in the United States.

1.8.2 Optical Disk Labels

Affix a permanent exterior label to each optical disk submitted. Indicate on the label in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

1.8.3 File Names

The files will be automatically named by the QCS software. The naming convention established by the QCS software must not be altered.

1.9 MONTHLY COORDINATION MEETING

Update the QCS database each workday. At least monthly, generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, meet with the Government representative to review the planned progress payment data submission for errors and omissions.

Make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor or Authorized Representative of any detected noncompliance with the requirements of this specification. Take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, will be deemed sufficient for the purpose of notification.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --

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SECTION 01 57 19

TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 GENERAL

1.1 SCOPE:

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 dredging and placement operations for the Mississippi Coastal Improvements Program (MsCIP) Comprehensive Barrier Island Restoration for Cat Island, in Harrison County Mississippi. For the purpose of this specification, environmental pollution is defined as: a) the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; b) unfavorably alters ecological balances; c) affects other species of designated importance of man; or d) degrades the utility of the environment for aesthetic and recreational purposes. Environmental protection requires consideration of air, water, land, wetlands, seagrasses, endangered species, migratory birds, historical and archeological resources, and involves noise control, solid waste management, as well as control of pollutants.

1.2 APPLICABLE REGULATIONS:

The Contractor and his subcontractors in the performance of this contract, shall comply with all applicable Federal, state, and local laws and regulations concerning environmental pollution control and abatement, all applicable provisions of the Corps of Engineers Manual, EM 385 1 1, entitled "Safety and Health Requirements", in effect on the date of solicitation, and the specific requirements stated elsewhere in the contract specifications. The contractor and their subcontractor shall comply with all environmental documentation from the U.S. Fish and Wildlife Service (FWS), Mississippi Department of Marine Resources (MDMR), and Mississippi Department of Environmental Quality (MDEQ). It is the responsibility of the contractor and their subcontractors to review, understand and comply with all applicable environmental Federal, state, and local laws and regulations associated with this project. It is also the responsibility of the contractor and their subcontractor to research, understand and comply with environmental laws that may not be noted within this contract but has jurisdiction over the work conducted under this contract.

1.3 NOTIFICATION:

The Contracting Officer will notify the Contractor in writing of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient. 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 the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless

it is later determined that the Contractor was in compliance.

1.4 SUBCONTRACTORS:

When conducting dredging and placement activities, the Contractor and their subcontractors shall comply with all applicable requirements under the terms and conditions set out in the permits or certifications by the MDEQ (see ENVIRONMENTAL APPENDIX B), and Coastal Zone Consistency certification by MDMR (see ENVIRONMENTAL APPENDIX B), and in compliance with the provisions of the Contract and applicable Federal, state, and local environmental laws and regulations such as the Clean Water Act (CWA), Clean Air Act (CAA), Coastal Zone Management Act (CZMA); Endangered Species Act (ESA); Marine Protection, Research, and Sanctuaries Act (MPRSA); Magnuson-Stevens Fishery Conservation and Management Act (MSFCMA); National Historic Preservation Act (NHPA); Bald Eagle Protection Act, Marine Mammal Protection Act (MMPA); Migratory Bird Treaty Act; and/or requirements (including special conditions specified by the U.S. Fish and Wildlife Service (USFWS) for monitoring for shorebird and turtle nests for fill placement activities (see Appendix B). Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.

- 1) The Contractor shall submit an Environmental Protection Plan, in accordance with provisions as specified.
- 2) The Contractor shall record on the Endangered Species Observer Program Weekly Summary, which is provided in Appendix B, any problems in complying with laws, regulations and ordinances and corrective action taken.
- 3) The Contractor shall prepare a listing in the Environmental Protection Plan of names, contact information, qualifications, and resumes of turtle and bird monitors and resources needing protection (i.e., water quality, upland vegetation, submerged aquatic vegetation, wetlands, oyster reefs, landscape features, air quality, noise levels, surface and groundwater quality, fish and wildlife, shorebirds, sea turtles, historical, archeological and cultural resources) within authorized work areas.
- 4) The Contractor shall prepare a pollution prevention plan in the environmental protection plan that identifies all potentially hazardous substances on the job site and the intended actions to be taken to prevent the accidental or intentional introduction of such materials into the air, the water or the ground.
- 5) The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures identified in the environmental protection plan.
- 6) The Contractor shall keep dredging and fill placement activities under surveillance and shall exercise all necessary controls to minimize damage to the environment by noise from equipment and various activities. Areas that have noise levels greater than 85-dB continuously or 140-dB peak (unweighted) impulse must be designated as noise hazardous areas. These work areas must have caution signs displayed at the perimeter of the noise area indicating the presence of hazardous noise levels and requiring the use of hearing protection devices.

7) The Contractor shall detail special provisions taken to meet Federal, state, and local laws and regulations regarding the storage and handling of solid and hazardous waste materials.

1.5 Payment

No separate payment will be made for work covered under this section and all costs in connection therewith will be considered a subsidiary obligation of the Contractor and covered under the contract unit and/or lump sum prices in the Bidding Schedule.

1.6 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Environmental Protection Plan; G, PD

Prior to commencement of the work, the Contractor shall, after receipt of Notice of Award of the Contract and at least 7 days prior to the Preconstruction Conference, submit in writing the above Environmental Protection Plan to the Mobile District Coastal Environment Staff: Ms. Lekesha Reynolds, PD-EC, 251-690-3260, Lekesha.W.Reynolds@usace.army.mil, and shall meet with representative(s) of the Contracting Office to develop mutual understanding relative to compliance with this provision and administration of the environmental protection program.

SD-10 Operation and Maintenance Data

Endangered Species Observer Program Weekly Summary

The Contractor shall record on the Endangered Species Observer Program Weekly Summary, which is provided in Appendix B, any problems in complying with laws, regulations and ordinances and corrective action taken.

Mississippi Sea Turtle Nest Data Sheet

Nesting data will be reported on this form and submitted weekly to the USACE, Mobile District Coastal Environment Team (Ms. Lekesha W. Reynolds, Lekesha.W.Reynolds@usace.army.mil), U.S. Fish and Wildlife (Mr. Paul Necaie, Paul.Necaie@FWS.gov), and the National Park Service (Jolene Williams, Jolene_Williams@NPS.gov)(See Appendix B).

Turbidity Monitoring Report

The turbidity monitoring report shall be filled out and submitted weekly to the Contracting Officer who will then forward to the Mobile District coastal Environment Staff: Ms. Lekesha Reynolds, PD-EC by email Lekesha.w.reynolds@usace.army.mil. The Contractor shall provide the name(s) and credentials of the person(s) responsible for turbidity monitoring in the Environmental Protection Plan.

1.7 Notification

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the foregoing provision, Federal, state or local environmental laws or regulations, permits, certifications and other elements of the Contractor's Environmental Protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of the proposed corrective action and take such action when approved by the Contracting Officer. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or equitable adjustments allowed to the Contractor for any such suspensions. This is in addition to any other actions the Contracting Officer may take under the contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 IMPLEMENTATION:

The Contractor shall bring in writing a copy of the above Environmental Protection Plan to the Preconstruction Conference either in completed or draft form in order to develop mutual understanding relative to compliance with this provision and administration of the environmental protection program.

3.2 PROTECTION OF WATER RESOURCES:

The Contractor shall not pollute any water bodies including marine or fresh waters with fuels, oils, acids, trash, or any other harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, state, county, and municipal laws concerning water pollution. The discharge of plastics of any kind within estuarine or marine waters is strictly prohibited. All work under this contract shall also be performed in such a manner that objectionable conditions will not be created in proximity to the project areas.

- 1) The Contractor shall insure that the dredging of the identified borrow sites and the placement of sand at Cat Island as designated in the contract shall be performed with minimum damage to the environment.
- 2) The Contract designates areas for placement of all dredged material. No other areas are approved for dredged material placement.
- 3) The Contractor shall limit the depth of cut in a single swing of the dredge to that depth that precludes the collapse of the facing material or control the dredge speed to obtain a reasonable progress without producing excessive turbidity, which is turbidity that exceeds the state of Mississippi's turbidity standards.
- 4) The Contractor must comply with all turbidity and monitoring standards and other specific conditions that are set forth in the Mississippi water quality standards. Turbidity outside the limits of a 750-foot mixing zone shall not exceed the ambient turbidity by more than 50 Nephelometric Turbidity Units. However, turbidity within Cat Island project areas may reasonably exceed this turbidity standard for temporary periods of time, but shall not result in permanent environmental harm. Turbidity measurements must be taken daily at the

dredge and discharge sites and a background location to be determined by the Contractor. The turbidity monitoring report shall be filled out and submitted weekly to the Contracting Officer who will then forward to the Mobile District Coastal Environment Staff. Ms. Lekesha Reynolds, PD-EC by email Lekesha.w.reynolds@usace.army.mil, and she will forward a copy to the MS Department of Environmental Quality if required. The Contractor shall provide the name(s) and credentials of the person(s) responsible for turbidity monitoring in the Environmental Protection Plan. A violation of water quality standards occurs when turbidity levels exceed the standards beyond temporary reasonable periods of time. If turbidity levels exceed the water quality standards, corrective actions shall be taken. Such corrective actions may include modifying work procedures that are responsible for the violations, such as reducing the dredge rate or repairing any non-functioning turbidity control devices. If such corrective actions are ineffective, notify the Contracting Officer, who will then notify the Mobile District Coastal Environmental staff, Ms. Lekesha Reynolds.

5) In accordance with the 401 Water Quality Certification, Best Management Plans (BMPs) shall be used at all times during operations to minimize turbidity at both the dredge and placement site. The placement/restoration site shall be constructed and maintained in a manner that minimizes the discharge of turbid waters into waters of Mississippi. BMPs such as, staged construction, and placement techniques or other measures to minimize turbidity in the vicinity of seagrasses, general water quality and adjacent environmental resources should be implemented and ultimately meet the turbidity standards.

6) Any material moved by the dredge, pipeline, or any other such equipment shall be moved in such a way that: a) material will not be placed outside of the designated placement boundaries as specified by the Contract; and b) safeguards against excess turbidity and suspended solids entering any adjacent water body. Work shall be performed in such a way as not to impact any areas of seagrasses, shellfish beds, migratory birds or their nesting, or wetland areas.

7) Special measures shall be taken to prevent chemicals, fuels, oils, trash, plastics, and greases from entering area waters, at all times. All equipment shall be inspected to ensure that no leaking fluids would contaminate the work area. In addition, contractor shall be responsible for cleaning the equipment of any plant parts such as leaves, stems, roots, or viable seeds prior to the start of work to prevent the spread of invasive, noxious, or exotic plant species. Equipment such as fuel tanks shall be placed in a lined containment area to prevent any contamination during refueling operations or from any accidental spillage.

8) Discharge of any pollutant into the watercourse is strictly prohibited.

3.3 RECORDING AND PRESERVING HISTORICAL AND ARCHAEOLOGICAL FINDS:

In compliance with Section 106 of the National Historic Preservation Act, all of the lands, submerged and terrestrial, that are to be impacted by the project in National Park Service lands have been surveyed for cultural resources. However, despite thorough survey coverage, cultural resources may still be inadvertently discovered in the course of construction. All items that appear to be in excess of 50 years old and may have historical or archaeological interest (including human remains) which are

inadvertently discovered in the course of any removing or placement of materials, or any activity involved in the course of removing or placing of material, shall, upon discovery, be carefully preserved and all construction activities in the location of the discovery must cease. The Contractor shall leave the archaeological find undisturbed and immediately report the find to the Contracting Officer and the Mobile District Archaeological Staff (Mr. Allen Wilson at 251-694-3867, BB 251-463-4245) so the proper authorities may be notified. For alternative POCs, please contact Mr. Brian Zettle, brian.a.zettle@usace.army.mil and Ms. Lekesha Reynolds, lekeshaw.reynolds@usace.army.mil. NO PHOTOGRAPHS are to be taken of the find unless expressly asked to do so by the Mobile District Archaeological Staff. The Unanticipated Discoveries document is included in Appendix B and describes the procedures that have been developed for the treatment of any unexpected discoveries, it is provided as a reference.

3.4 PROTECTION OF LAND RESOURCES:

The environmental resources within the project boundaries and those outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the drawings and specifications. The Contractor shall perform a preconstruction survey, which includes but is not limited to photographs, and provide this to the Contracting Officer prior to dredging activities.

- 1) It is intended that the land resources outside the limits of permanent work performed under this contract be preserved in their present condition or be restored to natural conditions, after completion of dredging and placement activities.
- 2) The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in an area approved by the Contracting Officer Representative. The Contracting Officer Representative shall approve all temporary movement or relocation of Contractor facilities.
- 3) The Contractor shall be required to maintain all work areas within or without the project boundaries free from dust that would cause a hazard or nuisance to others.
- 4) The Contractor shall obliterate all signs of temporary support facilities such as haulroads, work areas, structures, or any other vestiges of activities as directed by the Contracting Officer and/or Contracting Officer Representative.
- 5) Solid wastes (excluding clearing debris) includes any waste generated by the Contractor which meets the most complete definition of solid waste as described by Federal, state and local laws and regulations. Solid waste shall be placed in containers that are emptied on a regular schedule. All handling and disposal shall be conducted to prevent spillage and contamination.
- 6) Hazardous waste shall be stored, removed from the work area and disposed of in accordance with Federal, state and local laws and regulations.

3.5 PROTECTION OF FISH AND WILDLIFE:

The Contractor shall at all times perform all work and take such steps required to prevent any significant interference or disturbance (as determined by the Contracting Officer) to fish and wildlife.

- 1) The Contractor will not be permitted to alter water flows or otherwise disturb native habitats adjacent to the project area, which, in the opinion of the Contracting Officer, are critical to fish or wildlife. Fouling or polluting of water will not be permitted.
- 2) Wastewater shall be processed, filtered, ponded, or otherwise treated, if applicable, prior to their release from project area into waterways.
- 3) If applicable, the operation's return water from the removal or placement of material shall not impact any areas of seagrasses, shellfish beds, or wetland areas.
- 4) The Contractor must perform all work within the compliance specifications of the Mississippi Coastal program to the maximum extent practicable.
- 5) There are environmentally sensitive areas on the site which are not suitable for staging of equipment/supplies. Do not stage equipment within the dunes where it can smother the vegetation, or close to bird or sea turtle nests. In addition, Manatees may be occasionally found in the shallow waters of the project area during the warmer months of the year. Given their slow-moving and low visibility nature, it is possible that manatees could wander into close proximity of the dredging and placement operations. To minimize contact and potential injury to manatees, the Manatee Construction Conservation Measures as specified by the U.S. Fish and Wildlife Service shall be observed by the contractor (included in Appendix B).
- 6) All dredged material in association with this action shall be placed at the designated placement area on Cat Island.
- 7) Threatened and Endangered Species: The Contractor shall take all necessary precautions to ensure that dredging and placement activities do not adversely impact any listed threatened and endangered species or critical habitats of species protected under the Endangered Species Act of 1973 and/or the Marine Mammal Protection Act of 1972. The Contractor shall instruct all personnel associated with the project of the potential presence of manatees, sea turtles, Gulf sturgeon, federally protected birds- Piping plover, Red knots, and Bald eagles in the area, and the need to avoid harming these animals. The Contractor shall further instruct all personnel that the waters of the Mississippi Sound and portions of the nearshore Gulf of Mexico are designated as Gulf sturgeon critical habitat, and Cat Island is designated as Piping plover critical habitat. All construction personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing these animals; or destroying or adversely modifying critical habitat of these species which are protected under the Marine Mammal Protection Act of 1972, the Migratory Bird Treaty Act, Bald Eagle Protection Act, and the Endangered Species Act of 1973. The Contractor must take special precautions to ensure adequate protection for wildlife resources. Any stranded or dead sea turtles should be reported to the Mississippi Sea Turtle Stranding and Salvage Network,

Ms. Wendy Teas, by phone at 228-549-1628, or by email at Wendy.Teas@noaa.gov. Any stranded or dead marine mammals should be reported to the Southeast Fisheries Science Center, Ms. Patricia Rosel, by email at Patricia.Rosel@noaa.gov or contact the Mississippi Marine Mammal Stranding Hotline at 888-806-1674.

8) The Contractor shall adhere to all Federal, state, and local laws and regulations for this project and the Terms and Conditions in the Biological Opinion from the USFWS (see Appendix B).

9) If any threatened or endangered species are harmed or killed, the Contractor shall notify the Contracting officer, Contracting Officer Representative, and the Coastal Environment Team as soon as possible.

10) The Contractor shall coordinate any activities that affect federally protected birds, or sea turtle nesting and relocations with the Coastal Environment Team, Mobile District Ms. Lekesha Reynolds by email at Lekesha.W.Reynolds@usace.army.mil or via phone at 251-690-3260 (office) or 251-327-8650 (BB), and the USFWS, Jackson, Mississippi (Mr. Paul Neciase, by phone 228-493-6631 or by email at Paul_Necaise@fws.gov).

11) Monitoring and Relocation of Turtle Nests and Beach Tilling, and Escarpment Removal.

(a) Monitoring During Construction: Nesting surveys, marking, and potential relocation activities must be conducted daily while construction activities are on-going during nesting and hatching season, April 15- November 30 in areas where construction activities are ongoing. During construction, turtle monitoring will occur daily, weather permitting. The turtle monitoring will be conducted first thing in the morning, or by 9:00 am, in the immediate vicinity of work as well as in the area where work will be occurring within the next 100 days. This work can be conducted by an all-terrain vehicle (ATV) or a utility task vehicle (UTV). Monitoring will include investigating nest activities, marking the nest, relocation of nests that are in harm's way from the project activities, and filling out the Mississippi Sea Turtle Nest Data Sheet (see Sea Turtle Monitoring Plan, Appendix B).

(b) Turtle Nest Relocation: Nests that require relocation must be relocated no later than 9:30 a.m. Approved, designated relocation area is shown in the Plan Drawing Sheet CB-110 Environmental Sensitive Areas. Contractor must have at least two total approved persons to conduct sea turtle monitoring and relocations, but only one person per shift is required. The monitors must possess the required State of Mississippi permit for handling endangered species. The permit must be obtained from the Mississippi Museum of Natural Science (MMNS) in coordination with the US Fish and Wildlife Service (USFWS). There is an agreement between the MMNS and the USFWS, called a Memorandum of Understanding (MOU), which gives the MMNS the authorization to issue permits for qualified individuals to handle/perform research, etc., for threatened and endangered species. All permits obtained for relocation must be submitted in the Environmental Protection Plan. Additional information for turtle monitoring and relocation requirements can be found in the Turtle Monitoring Plan, see Appendix B.

(c) Beach tilling and escarpment removal may be required after the project is completed, and all fill is placed, and will be at the

discretion of the Contracting Officer, Mobile District Coastal Environment Team, and USFWS. If tilling and/or escarpment removal is required, the Contracting Officer will notify the Contractor of when and where to perform beach tilling. Beach tilling and escarpment removal must be performed in accordance with the USFWS Biological Opinion terms summarized below. If Beach Tilling and escarpment removal are not required, the Contracting Officer will notify the Contractor.

1. If required, tilling must occur landward of the wrack line and avoid all vegetated areas 3 square feet or greater with a 3 foot buffer around the vegetated areas and at least 10 feet from the toe of the vegetated dune line. (NOTE: If tilling occurs during shorebird nesting season (March 1-September 15), shorebird surveys prior to tilling are required per the Migratory Bird Treaty Act; see: <http://myfwc.com/media/1393838/BeachNestingBirdsBrochure.pdf>)

2. Visual surveys for escarpments along the project area must be made during the post construction period outside of turtle nesting season and prior to May 1 for 3 subsequent years post construction. Escarpment surveys should include the height and length of escarpments observed must be shared with the Service and NPS. Escarpments that interfere with sea turtle nesting or that exceed 18 inches in height for a distance of 100 feet or more must be leveled and the beach profile must be reconfigured to mimic native beach slopes to minimize scarp formation during the post construction period but outside of turtle nesting season. All escarpment removal activities must be completed before the following sea turtle nesting season begins, which is prior to May 1. Any escarpment removal must be reported by location. Escarpments must be reconfigured to mimic native beach slopes while protecting nests that have been relocated or left in place.

Monitoring for sea turtles should be conducted within sea turtle nesting and hatching season as outlined in Appendix B (Sea Turtle Monitoring Plan). Additional measures for sea turtles include:

1. Beach quality sand suitable for sea turtle nesting, successful incubation, and hatchling emergence must be used on the project site.
2. The beach profile template for the sand placement project should be designed to mimic, native beach berm elevation and beach slopes landward and seaward of the equilibrated berm crest to the maximum extent possible.
3. If nests are constructed in the area of sand placement, the eggs must be relocated as outlined in Appendix B and located as depicted in drawing sheet CB-110.
4. During the nesting season, construction equipment and materials must be stored in a manner that will minimize impacts to sea turtles to the maximum extent practicable.
5. During the nesting season, lighting associated with the project must be minimized to the maximum extent possible but still comply with OSHA safety requirements to reduce the possibility of disrupting and misdirecting nesting and/or hatchling sea turtles.

6. Prior to the commencement of work, the COE shall submit a lighting plan for the dredge that will be used in the project. The plan shall include a description of each light source that will be visible from the beach and the measures implemented to minimize this lighting. Direct lighting of the beach and nearshore waters must be limited to the immediate construction area during peak nesting season (May 1 through September 30) and must comply with safety requirements. Lighting on all equipment must be minimized through reduction, shielding, lowering, and appropriate placement to avoid excessive illumination of the water's surface and nesting beach while meeting all Coast Guard, Corps EM 385-1-1, and OSHA requirements. Light intensity of lighting equipment must be reduced to the minimum standard required by OSHA for General Construction areas, in order to not misdirect sea turtles. Shields must be affixed to the light housing and be large enough to block light from all on-beach lamps from being transmitted outside the construction area or to the adjacent sea turtle nesting beach.

7. The placement and design of the dune must emulate the natural dune system to the maximum extent possible, including the dune configuration and shape.

8. No trash or food should be left on the island, utilize trash receptacles, leave no trace, and pack it in pack it out. All other construction debris should be confined to the staging area and consist of construction debris during the construction period only, which will be removed when the construction period is over and demobilized.

12) During the sea turtle nesting season, construction equipment and pipes shall be stored in a manner that will minimize impacts to sea turtles to the maximum extent practicable. During the sea turtle nesting season, all efforts will be made to dredge and undertake maintenance dredging activities during daylight hours only. Should this not be possible, restriction on lighting in the dredging and pipeline area will be instituted.

14) Report Submission: The contractor shall maintain a log detailing all incidentals, including sightings of threatened and endangered species occurring during the contact period. The data shall be recorded on the forms provided by the Contracting Officer. Sample forms are included in Appendix B. Electronic copies and/or mailed copies of all data in its original form shall be forwarded to the Mobile District Coastal Environment Team within 10 days of collection, Attn: Lekesha Reynolds, P.O. Box 2288, Mobile, Alabama 36628-0001; or Lekesha.W.Reynolds@usace.army.mil. Reports shall contain information on project location (specific channel/area dredged), start-up and completion dates, cubic yards of material dredged, problems encountered, incidental takes and sightings of protected species.

15) Protection of Shorebirds: During shorebird nesting season, the Contractor shall keep construction activities under surveillance, management, and control to prevent impacts to shorebirds and/or their nests. Several State and/or Federally protected species of birds (Piping plover, Least terns, Snowy plovers, etc.) may occur in the construction area. The Contractor may be held responsible for harming or harassing the birds, their eggs or their nests.

(a) Daily Visual Surveys: Daily shorebird monitoring and nest location shall be conducted from April 1st to September 30th during the dawn or dusk time frames by a trained bird monitor, approved by the Contracting Officer and Mobile District Coastal Team, Ms. Lekesha Reynolds. Surveys shall be conducted using appropriate ecological survey procedures (for example, see "Breeding Season Population Census Techniques for Seabirds and Colonial Waterbirds Throughout North America" at URL: <http://www.mp2-pwrc.usgs.gov/cwb/manual>). Surveys shall assess the presence of wintering migrants, specifically the Piping plover and Red knots as well as colonial (Lease terns, skimmers, ect.) and solitary (Wilson's plover, Snowy plover, etc.) nesting birds. The Contractor's list of bird monitors, along with their certifications and qualifications, shall be listed in the EPP.

(b) Surveys for Piping plover and Red knots or concentration of other wintering or migratory shorebirds shall be conducted once every week for work conducted during July 15th thru May 30th. Monitoring for Piping plover or concentration of other wintering or migratory shorebirds activities are required through May 30th or until completion of the work, whichever is earlier. Additional information for the Bird Monitoring requirements can be found in the Bird Monitoring Plan located in Appendix B.

(c) In coordination with bird monitors, furrowing may be performed as a form of shorebird nesting deterrent. This is the only acceptable form of shorebird deterrent and should be done in areas where nesting is not active. A furrowing plan must be developed by the contractor and submitted in the Environmental Protection Plan to the USACE, Mobile District, Coastal Team at the preconstruction meeting.

(d) Buffer Zones: A temporary, 300-foot buffer or as approved by the USFWS shall be created around any nesting birds. The area shall be adequately marked with signs around the perimeter and left undisturbed until nesting is completed or terminated, and the chicks fledge. Construction activities, including movement of vehicles, are prohibited in the buffer zone. Buffer zones shall be increased if birds appear agitated or disturbed by construction or other activities in the adjacent area. If buffer zones need to be temporarily adjusted or reduced, the shorebird monitor or Contracting Officer must coordinate with the Mobile District, Coastal Environment Team (Ms. Lekesha Reynolds or Ms. Jennifer Jacobson). For situations that require temporary adjustments, the shorebird monitor can make a recommendation of what is the minimum size of the buffer area needed to ensure the birds are not disturbed or harassed from their nest, but still allows the continuation of work. Justification should be documented in an email and sent to the above individuals as soon as possible.

(e) Equipment: Travel corridors and staging areas outside of buffer zones near nesting sites shall be coordinated on with the Contracting Officer Representative, Coastal Environment Team, Ms. Lekesha Reynolds who will coordinate any changes with the USFWS, Jackson, Mississippi Field Office (Mr. Paul Necaise at 228-493-6631), and these areas shall be designated and marked outside the buffer areas. Heavy equipment, other vehicles or pedestrians may transit past nesting areas in the corridors.

(f) Shorebird Signs: If nesting occurs within the construction area, the Contractor shall place and maintain a bulletin board in the contracting shed with the location map of the construction site showing the bird nesting areas and a warning, clearly visible, stating that "BIRD NESTING AREAS ARE PROTECTED BY THE MIGRATORY BIRD TREATY ACT".

(g) Reporting: The Contracting Officer or their appointed representative shall be advised of the resource finds or no findings immediately following the daily survey. Any nesting activity observed shall be reported immediately to the Contracting Officer Representative and Mobile District Coastal Environment Staff: Ms. Lekesha Reynolds. Notification of nesting interfering with construction activities shall be reported immediately to the Mobile District, Coastal Environment Team (Ms. Lekesha Reynolds at 251-690-3260). A daily report of shorebird monitoring and nest activity shall be kept by the Contractor's shorebird observer. Daily logs shall summarize each shorebird species observed and provide a rough estimate of numbers of each species, the location of species (GPS coordinates), and their activity (e.g. foraging, resting, nesting, courtship behavior).

(h) Report Submission: The results of the daily shorebird monitoring and nest activities report shall be forwarded weekly to the Mobile District, Coastal Environment Team (Attn: Ms. Lekesha Reynolds; P.O. Box 2288, Mobile, Alabama 36628-0001 or e-mail: Lekesha.W.Reynolds@usace.army.mil). Following completion of the project, a summary report of the shorebird monitoring and nesting activities shall be forwarded within 30-days to the Mobile District, Coastal Environment Team (Attn: Lekesha Reynolds; Lekesha.W.Reynolds@usace.army.mil or P.O. Box 2288, Mobile, Alabama 36628-0001).

3.6 MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING DREDGING AND PLACEMENT ACTIVITIES:

During the life of this contract, the Contractor shall maintain all facilities constructed for pollution control 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. During the construction period the Contractor should conduct frequent training courses for their maintenance personnel. The curricula should include methods of detection of pollution, familiarity with pollution standards and measures for prevention or mitigation of environmental pollution.

3.7 SANITATION:

The Contractor must provide suitable sanitation devices for the proper storage of all sanitary sewage. The Contractor shall ensure that all floating plant operate according to an approved waste management plan as required by 33 CFR Part 151. The dumping of sanitary sewage effluent and/or solids into the navigable waters surrounding the job is strictly prohibited.

END OF SECTION

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SECTION 35 20 25

BEACH AND DUNE FILL
04/14

PART 1 GENERAL

1.1 SUMMARY

The project work covered by this section consists of furnishing all plant, labor, equipment, supplies, and material, and of performing all operations in connection with excavating, transporting, and placing sandfill along the project shoreline as indicated on the drawings, as described by applicable permits, and/or as specified herein. Related sections are 01 00 00 ADDITIONAL SPECIAL TASK ORDER REQUIREMENTS, 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM D422 (1963; R 2007; E 2014; E 2014)
Particle-Size Analysis of Soils

ASTM D2487 (2011) Soils for Engineering Purposes
(Unified Soil Classification System)

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 Safety and Health Requirements Manual

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Unless otherwise indicated below, Shop Drawings shall be submitted no later than 20 calendar days after Notice of Award or 5 calendar days after Notice to Proceed, whichever is later.

General Work Plan; G, OP

The Contractor shall submit a Work Plan for review and approval by the Contracting Officer. The work plan shall include but not be limited to the following:

- a. **Progress Map:** Provide a progress schedule map of the contractor's design. The progress schedule map shall be a plan view drawing depicting the fill site and access areas to be used

on the project. The map shall show all acceptance sections (AS), access/staging areas, and pipeline landings anticipated to be used on the project. For each AS, the information shall list the following: Anticipated quantity of material per acceptance section, projected dates for fill to be placed and completed. The map shall provide dates when areas are to be used and ready for public use. The map will be color coordinated with the following color scheme: Red depicting an area not ready for construction; Orange depicting an area currently being worked, and Green meaning an area accepted by the Contracting Officer and ready for public use. The map shall be updated at least weekly and whenever significant changes occur to the projected dates. Since the map will be used by the Government for coordination with the public and to track progress, the update shall be provided prior to the weekly project progress meeting.

b. **Buoy Log:** The Contractor shall develop a method of inventory for all anchors, buoys, and buoy cables used in the construction of the project. This record shall be used by the Contractor to recover all buoys and anchoring equipment at the completion of the project.

c. **Grade Stake Log:** The Contractor shall provide a sample Grade Stake Log used on the project and indicate how the log is prepared and maintained to inventory the grade stakes used on the project. The log shall include information concerning the location, installation, and recovery of all grade stakes. The Contractor shall make this log available for review by the appropriate Government personnel upon request.

d. **Staging and Access Area:** The Contractor shall indicate how they plan on accessing each site for their construction operations. The Contractor shall submit proposed drawings depicting the areas, photo-documentation of the condition of the access location prior to disrupting the site, dimensions of access channels, location of placement for excavated access channel material, and any support facilities for Contracting Officer approval.

e. **Public Protection:** Provide a Contractor's plan for ensuring public and worker safety. Submit means and methods for public protection during fill operations for review and approval by the Contracting Officer. Submit product information and methods of installation for orange safety fencing for safety measures. Submit methods of staking in place and maintenance of system for duration of construction. Submit off-road trucking operation safety plan.

Relocation of Navigation Aids; G, OP

Within 7 calendar days following receipt of Notice of Award, the Contractor shall notify the Commander, Eighth Coast Guard District, New Orleans, Louisiana of their plan to dredge adjacent to any aids which require relocation to facilitate dredging for each project fill segment. This notification shall be immediately followed by a formal written request with a copy to the Contracting Officer. The Contractor shall also contact the U.S. Coast Guard for information concerning the position to which the

aids will be relocated.

Construction and Grade Stakes Recovery Plan; G, OP

The Contractor shall submit a Construction and Grade Stakes Recovery Plan. The plan will outline the steps that the Contractor will implement to recover all the stakes used on the project. This plan will include the use of the Grade Stake Log submitted with the General Work Plan above.

Unacceptable Material Contingency Plan; G, OP

Submit a Unacceptable Material Contingency Plan as indicated in paragraph QUALITY CONTROL FOR FILL below.

Obstruction Identification and Removal Plan; G, OP

The contractor shall submit for approval an Obstruction Identification and Removal Plan to the Contracting Officer Representative prior to the start of dredging.

Electronic Tracking System Charts; G, OP

The Contractor shall furnish required plotted charts to the Contracting Officer.

Dredge Location Control Color-Coded Plot; G, OP

The Contractor shall furnish the required color-coded plots to the Contracting Officer.

SD-04 Samples

Quality Control for Fill

Sediment samples of the fill shall be collected and stored at the on-site trailer for inspection. Refer to paragraph QUALITY CONTROL FOR BEACH FILL below for further details on sampling.

SD-07 Certificates

Notice of Intent to Dredge; G, OP

Prior to commencement of work on this contract, the Contractor will be required to notify the Commander, Eighth Coast Guard District of their intent to dredge and request that it be published in the Local Notice to Mariners. This notification must be given in sufficient time so that it appears in the Notice to Mariners at least 30 calendar days prior to project commencement. A copy of the notification shall be provided to the Contracting Officer.

Equipment and Performance Data; G, OP

The Contractor shall furnish proof of electronic positioning equipment calibration.

Grade Stake Recovery; G, OP

After completion of the project, the Contractor shall provide a letter to the Contracting Officer certifying that all grade stakes have been recovered in accordance with the Contractor's approved Construction and Grade Stake Recovery Plan.

Buoy and Anchoring Inventory Recovery; G, OP

After completion of the project, the Contractor shall provide a letter to the Contracting Officer certifying that all anchors, buoys, buoy cables used in the construction of the project have been recovered.

Notification of Discovery of Archeological Sites; G, OP, PD

The Contractor shall immediately notify the Contracting Officer if any shipwreck, artifact, or other objects of antiquity that have scientific or historical value, or are of interest to the public, are discovered, located, and/or recovered. Reporting shall meet the requirements of Section 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS, subparagraph "Recording and Preserving Historical and Archeological Finds."

Notice of Misplaced Material; G, OP

The Contractor shall notify the U.S. Coast Guard Marine Safety Office of any misplaced material as stated in Clause OBSTRUCTION OF NAVIGABLE WATERWAYS of Section 00700 CONTRACT CLAUSES.

Declaration of Inspection

Refer to paragraph FUEL OIL TRANSFER OPERATIONS below for submittal.

1.4 PROJECT SCOPE

The Contractor shall provide the dredge and support vessels, labor, equipment, supplies, and materials to perform all operations for excavating, transporting, placing, dressing and grading (and possible tilling) fill as indicated in the drawings and further specified herein. The Contractor shall accomplish the work in such a manner so as to minimize disruption to maritime traffic or use of the public island as well as minimize impacts to existing infrastructure.

1.4.1 Project Order of Work

The project extends along eastern shoreface of Cat Island, Mississippi along stations 0+00 to 164+00 as shown on the contract drawings.

At the Preconstruction Conference, the Contractor shall propose the order in which the work will be performed, including the anticipated progression of fill placement throughout the project area and excavation of the borrow area. The Contractor shall place fill within the template such that fill acceptance progresses from northeast to southwest along the eastern shoreline of Cat Island, Mississippi. The Contractor shall maintain a continuous filling operation, without any intervening gaps.

1.4.2 Project Coordination

Project coordination with the Contracting Officer shall occur during all phases of construction. Coordination also includes but is not limited to coordinating with local officials including police, Public, NPS, US Coast Guard, and others as agreed during coordination meetings.

1.4.3 Project Work Permits and Responsibilities

The Contractor's attention is directed to the Clause PERMITS AND RESPONSIBILITIES of Section 00700 CONTRACT CLAUSES and paragraph APPLICABLE REGULATIONS of Section 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS. Any other licenses or approvals required for the prosecution of the work shall be secured and paid for by the Contractor. The Contractor shall obtain any and all approvals required to conduct the work specified in this contract.

1.4.3.1 Project Traffic and Navigation

The Contractor shall so conduct their operations that they shall not close any thoroughfare nor interfere in any way with traffic on railway, highways, or on water, without the written consent of the Contracting Officer. The regulations the Contractor shall adhere to are those established by, but not necessarily limited to, the Department of the Navy, U.S. Coast Guard, Department of the Army, American Bureau of Shipping, Department of Interior, Mississippi Department of Transportation, Mississippi Law Enforcement Agencies, county and municipal.

1.4.4 Protection of Existing Structures from Construction Activity

The Contractor shall be responsible for determining and documenting the pre-construction condition of existing structures within the project area including staging site(s) and work access. The Contractor shall take appropriate measures to prevent damage to any structures during construction, and for performing a post-construction verification inspection of those structures previously inspected.

1.4.4.1 Damages to Adjacent Property and Structures

Any damage to private or public property within the project boundaries, including staging site(s) and work access areas/roads, shall be repaired promptly by the Contractor. Any damage as a result of the Contractor's operations shall be repaired at no cost to the Government.

1.4.5 Project Work Violations

Work done in violation of these specifications or a verbal or written stop order of the Contracting Officer will be considered as unsatisfactory progress for purposes of progress payments in accordance with clause PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS of Section 00700 CONTRACT CLAUSES.

1.4.6 Project Final Cleanup

Final cleanup, as stated in the paragraph COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK of Section 00700 CONTRACT CLAUSES, shall include the removal of all of the Contractor's plant and equipment either for disposal or reuse. Plant and/or equipment to be disposed of shall ONLY be disposed of in a manner and at locations approved by the Contracting Officer. Unless otherwise approved in writing by the Contracting Officer, the

Contractor will not be permitted to abandon pipelines, pipeline supports, pontoons, or other equipment in the work area, pipeline access areas, water areas, or other areas adjacent to the work site. Pilings and any other debris removed or created as a result of the execution of this contract shall be disposed of in a manner and at locations approved by the Contracting Officer.

1.5 ENVIRONMENTAL PROTECTION

The Contractor shall protect the environment during all phases of work. See Section 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS for additional details.

1.5.1 Pumping of Bilges

Contractors are warned that pumping oil or bilge water containing oil into navigable waters, or into areas which would permit the oil to flow into such waters, is prohibited by Section 13 of the River and Harbor Act of 1899, approved 3 March 1899 (30 Stat. 1152; 33 U.S.C. 407). Violation of this prohibition is subject to penalties provided under the referenced Act.

1.5.2 Fuel Oil Transfer Operations

In accordance with U.S. Coast Guard regulations (33 CFR 156.120), couplings used in fuel oil transfer operations on any vessel with a capacity of 250 or more barrels of oil shall be either a bolted or full-threaded connection; or a quick-connect coupling approved by the Commandant; or an automatic back-pressure shutoff nozzle used to fuel the vessel. An executed fuel oil transfer (Declaration) form signed by the tanker operator shall be submitted to the Contracting Officer for each refueling operation. The U.S. Coast Guard shall also be notified prior to any refueling.

1.5.3 Turbidity

Excavation, transport, and filling operations shall be performed in a manner that will minimize turbidity. The Contractor shall meet the requirements to maintain the quality of the State's waters as stipulated in Section 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS and project permits. The Contractor will be required to make inspections, measurements and observations required by those regulations in the vicinity of the dredge, the fill placement site and adjacent sea grass beds. Further information regarding protection of sea grass beds is provided in paragraph "Protection of Existing Seagrass Beds" below.

1.5.4 Protection of Existing Seagrass beds:

The Government will provide protection of the existing seagrasses through a separate "Environmental Services" contract using a custom turbidity barrier proven effective in similar situations. The Government's "Environmental Services" contractor will be responsible for installation and maintenance of the barriers throughout the life of this beach and dune fill project. However, it remains the responsibility of the Contractor to employ placement techniques or other measures to minimize turbidity in the vicinity of the seagrasses and ultimately meet the turbidity standards outlined in Section 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS. The Contractor's Work Plan shall include a 30 day notice prior to the initial sand placement to allow the "Environmental Services" contractor adequate time for installation of the turbidity barriers. In the event turbidity

levels exceed allowable levels within the seagrass beds, the contractor shall alter the placement techniques/location or take other measures, as needed, at no additional cost to the Government. The locations of the existing seagrass beds and approximate turbidity barrier extents are shown on sheet CB-110 of the contract drawings.

The turbidity barriers installed by the Government's "Environmental Services" contractor will be custom made for this project. They will be made of a high strength woven fabric and will extend the full water depth plus approximately ten inches above water. They will have bottom seals ballasted with sufficient weight to conform to the seafloor contours to ensure constant contact at all times. The minimum requirements of the turbidity barrier are as follows:

Be fully functional in wind driven wave action up to 2 feet high.

Have a load resistance of up to 10 lbs per square foot

Be fully functional during storm events or wind generated water currents of 1.5 knots (3 feet per second).

Be fully functional during tidal changes of up to 2 feet

This system was previously used to protect seagrasses located off the northern shoreline of West Ship Island during the West Ship Island North Shore Restoration Project (Contract No. W91278-11-R-0032). The barrier was in place for approximately ten months from August 2011 - June 2012 with no failures. During the project, sand was placed via pipeline immediately adjacent to the barrier (within approximately 100 feet) and turbidity requirements were never exceeded. Furthermore, Tropical Storm Lee impacted the project area and the turbidity barrier remained in place with minimal damage. In the event that the Government furnished barrier becomes damaged or otherwise not functional due to storms/etc., the Government will notify the beach fill contractor; however, the fill Contractor must ensure turbidity remains within the allowable limits. The Government will retain the "Environmental Services" contractor to maintain the barrier for the life of the fill contract, however there may be periods of time that the barrier is not fully functional due to damage/etc. Please refer to 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS for further details on seagrass protection.

1.5.5 Cultural Resources Protection

All areas of work as shown in the Contract Plans have been surveyed and cleared for cultural resources. Due to the presence of cultural resources in the vicinity of the project area, spudding and any other type of penetration below the seafloor for access will be limited to areas designated in CB-109, which have been cleared for cultural resources. The areas identified as "access corridors" have been cleared for cultural resources to -12 feet NAVD 88. No disturbance in these areas shall exceed the -12 feet NAVD88 elevation.

The borrow area has been surveyed and cleared for cultural resources. Anchoring at the borrow site shall be restricted to within 100 meters of the borrow area limits provided on the contract drawings Sheet CB-109.

Please refer to 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS for further details on cultural resource protection.

1.5.6 Archeological Sites

If any shipwreck, artifact, or other objects of antiquity that have scientific or historical value, or are of interest to the public, are discovered, located, and/or recovered, the Contractor acknowledges that:

- a. The site(s), articles, or other materials are the property of the State or Federal Government.
- b. Shall immediately notify the Contracting Officer.

Refer to subparagraph "Recording and Preserving Historical and Archeological Finds" of Section 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS.

1.6 NOTIFICATION OF COAST GUARD

1.6.1 Navigation Aids

Navigation aids located within or near the areas required to be dredged will be removed, if necessary, by the U.S. Coast Guard in advance of dredging operations. The Contractor shall not remove, change the location of, obstruct, willfully damage, make fast to, or interfere with any aid to navigation.

1.6.2 Dredging Aids

The Contractor shall obtain approval from the U.S. Coast Guard for all buoys, dredging aid markers to be placed in the water, and dredging aid markers affixed with a light prior to the installation. Dredging aid markers and lights shall not be colored or placed in a manner that they will obstruct or be confused with navigation aids.

1.7 WORK AND ACCESS AREA

The Contractor shall comply with work and access area requirements indicated herein and in Section 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS.

1.8 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals. Lights and day signals shall be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations. Lights shall be displayed on dredge pipe lines, and day signals shall be displayed by vessels of more than 65 feet in length and floating plant vessels moored or anchored in a fairway or navigable channels where other vessels pass. Lights and days signals shall also comply with the requirements of Section 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS, the Secretary of the Army, and Commandant U.S. Coast Guard Instruction M16672.2, Navigation Rules: International-Inland (COMDTINST M16672.2), or 33 CFR 81 Appendix A (International) and 33 CFR 84 through 33 CFR 89 (Inland) as applicable.

1.9 CRANE AND DRAGLINE SAFETY REQUIREMENTS

All cranes and draglines used in performing the Work set forth in these specifications shall comply with EM 385-1-1. Please refer to Section

01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS for further details.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 OVERALL WORK AREA PROVISIONS

The construction and borrow area limits available to the Contractor for accomplishing the work are shown on the drawings. The Contractor shall accomplish the work in such a manner so as to minimize disruption to traffic and use of the public island as well as keep all work areas in a neat, orderly and in a safe manner. The Contractor will be required to maintain all access and all other work areas within or without the project boundaries free from dust and noise which would cause a hazard or nuisance to others.

3.1.1 Construction Plans and Contract Documents

A minimum of one (1) complete set of construction plans (drawings) and contract documents (with permits and Notice to Proceed placards) shall be kept in the construction site field office. The dredge must have a complete set of drawings, including borrow area coordinates, at all times to avoid fill placement or dredging outside the specified limits.

3.1.2 Staging and Access Areas

a. Three tentative construction access corridors, 200 feet wide, are shown on sheet CB-109 of the contract drawings. If necessary, the Contractor can construct access channels, drive piles, install bulkheads, etc. within the corridors to ensure efficient access to the islands. However, all excavation and disposal of removed material for access channels must be contained within the corridor footprint and above elevation -12 feet NAVD88. Backfilling of excavated areas for access shall be conducted upon completion of work for this contract.

Due to the dynamic nature of the project area, the final limits of access corridors shall be field-verified by the Contractor and approved by the Contracting Officer prior to commencement of construction.

b. Access and staging areas shall be restored to the pre-construction condition upon project completion, at cost to the Contractor, unless otherwise directed by the Contracting Officer Representative.

c. The staging areas shall be kept neat, orderly and in a safe manner.

d. The Contractor shall cordon off and/or fence the staging areas to secure all staging areas from the public.

e. For staging areas, construction equipment shall be located off the seaward beach as much as practicable during sea turtle nesting season. Regardless of time, all construction pipes that are placed on the beach shall be located as far landward as possible without compromising the integrity of the existing dune system. Temporary storage of pipes shall be off the seaward beach to the maximum extent possible. If the pipes are placed on the seaward beach, they shall be placed in a manner

that will minimize the impacts to nesting habitat. The staging areas shall not be used for stockpiling of template fill material.

f. The Contractor shall be responsible for providing and maintaining all water and land access routes necessary for their equipment and plant to and from the work sites.

g. The Contractor shall ascertain the environmental conditions which can affect water and land access, such as climate, terrain, winds, current, waves, swells, depths, shoaling, and scouring tendencies.

3.1.3 Public Protection

a. The Contractor will be required to exclude the public for safety purposes from the work areas in the vicinity of the hydraulic fill placement, grading and transporting operations, or any other area which may present a safety risk to the public, such as the discharge end of their pipeline and all associated equipment such as fuel tanks, booster pumps, etc.

b. The Contractor shall minimize the areas closed to the public.

3.1.3.1 Work Area Signs and Barriers

The Contractor shall install warning signs to warn the public and all commercial and recreational boats of all construction activities.

a. Any existing signs, buoys or other structures within the work lines shall be protected and/or removed and later replaced by the Contractor as directed.

b. The Contractor shall be required to erect, maintain, and move as necessary, a restrictive barrier around the active construction zone including the area of discharge of the hydraulic pipeline (or other mechanical off loader), where bulldozers are working, or any other active area where Work may present a safety hazard to the public. In the vicinity of the discharge, the barrier shall be constructed so as to prevent the public from approaching the discharge from any direction closer than 100 feet, and will provide an area sufficient in size for the safe progression of the Work. The Contractor shall post signs in a conspicuous manner designating the closed area.

c. The Contractor shall post signs in a conspicuous manner stating "DANGER - HIGH PRESSURE DISCHARGE FROM DREDGE".

d. Enforcement shall be the Contractor's responsibility at no additional cost to the Government. The enforcement shall be coordinated with local enforcement agencies, and will be subject to approval of the Contracting Officer.

3.1.3.2 Dedicated Safety and Flag Person

The Contractor shall have a dedicated safety and flag person on site at all times, whose sole responsibility is preventing the public from entering the work area. Additionally, the Contractor shall place a safety person at the discharge end of the disposal pipeline. The safety person shall be present at all times during discharge operations and will maintain radio communication between the dredge and the discharge operation.

3.1.4 Noise Control

3.1.4.1 Hauling and Excavating Equipment

All hauling and excavation equipment including dredges used on this work shall be equipped with satisfactory mufflers or other noise abatement devices. The Contractor shall conduct his operations so as to comply with all federal, state, and local laws or ordinances pertaining to noise abatement. The use of horns, bells, or the use of whistle signals shall be held to the minimum necessary in order to ensure as safe and as quiet an operation as possible.

3.1.4.2 Booster Pumps Noise Control

Booster pumps used on this work shall be equipped with satisfactory mufflers and/or other sound abatement devices to reduce engine noise. A sound barrier will be constructed landward of booster pumps in order to reflect noise waterward. The Contractor shall conduct his operations so as to comply with all Federal, State, and local laws pertaining to noise.

3.1.4.3 Sound Pressure Measurements

a. Sound pressure measurements shall be made with a sound level meter and shall be reported to the Contracting Officer under provisions for contractor quality control.

b. The measurements shall be made by personnel qualified to make such measurements and whose credentials have been verified by the Contracting Officer.

c. For Land based equipment other than booster pumps, sound pressure measurements shall be made at distances of 50 feet, 100 feet, 300 feet, and 500 feet from each major piece of equipment such as draglines, dump trucks, dewatering pumps, pneumatic drills, bulldozers, etc., at locations approved by the Contracting Officer. The measurements shall be taken during operations every 4 weeks.

d. Sound pressure measurements shall be made by the Contractor at 50-foot, 100-foot, 200-foot, and 300-foot distances from the (1) dredge, (2) booster pumps, if any, and (3) dredge pipeline at locations approved by the Contracting Officer. These measurements shall be taken during pumping operations every 4 weeks. The sound pressure measurements and type of material being dredged at the time measurements are taken shall be reported to the Contracting Officer. Sound pressure measurements shall be made twice at the direction of the Contracting Officer during the first 4 weeks of use of whistle signals and drill barges in operation at 50-foot, 100-foot, 200-foot, and 300-foot distances.

e. Temperature, atmospheric pressure and general weather conditions shall also be recorded with the measurements.

f. In addition to the testing indicated above, more testing may be requested by the Contracting Officer.

3.1.5 Buoy and Anchoring Inventory

The Contractor shall inventory all anchors, buoys, and buoy cables deployed

in the prosecution of work in a manner acceptable to the Contracting Officer. The Contractor shall use this information to account for and recover these items upon completion of work.

3.1.6 Protection of Existing Vegetation

The Contractor shall avoid impacts to existing vegetation including trees as much as possible or as directed by the Contracting Officer Representative. The contractor shall not bury any fallen trees within the fill. The contractor can move fallen trees and driftwood to the landward limits of the fill template.

3.2 EXCAVATION

3.2.1 General

All excavation for fill shall be performed within the limits and depths of borrow area shown on the drawings. The Contractor shall dredge no deeper than the maximum elevation shown on the contract plans and cross-sections. The contractor shall conduct pre-construction and post-construction surveys of the borrow area in accordance with 01 00 00 ADDITIONAL SPECIAL TASK ORDER REQUIREMENTS. The contractor shall compute the required dredge and allowable dredge volumes. All computations shall be performed and submitted in accordance with 01 00 00 ADDITIONAL SPECIAL TASK ORDER REQUIREMENTS. Existing conditions of the borrow area are represented on the hydrographic survey and core boring logs in the Geotechnical Data Appendix. The Contractor shall make his own interpretation(s) of this information in determining the character of materials to be excavated. Excavation shall be performed in a uniform and continuous manner so as to avoid creating multiple holes, valleys, or ridges. If continuous reaches of rock or clay are encountered in the borrow area, the Contractor shall change the location and depth of excavation within the borrow limits when necessary to provide the best fill material available. Areas of rock and clay avoided in the borrow area will not be accounted for as required dredged volume for that borrow area. The location of unsuitable material encountered within the borrow area shall be noted on the Contractor's Quality Control Report. If the Contracting Officer determines the quality of fill is being adversely affected, the Contractor shall work with the government to identify suitable areas to dredge and avoid future passes in areas where the quality of fill was adversely affected. Should the contractor be unable to extract 2.1 MCY of material from the specified borrow area due to the requirements of section 3.7.1 Criteria for Fill Material the government has permitted additional areas that can be provided through contract modifications.

3.2.2 Obstructions

A magnetometer survey was conducted at the borrow site, access channels and fill template with returns shown on the CB-111 provided for informational purposes. The contractor shall submit for approval an Obstruction Identification and Avoidance Plan to the Contracting Officer Representative prior to the start of dredging in the designated borrow area. Any obstructions needing to be removed from the borrow or access channels to complete the work shall be approved by the Contracting Officer Representative and shall be disposed of in areas provided by and at the expense of the Contractor. The Contractor should make his own investigation of submerged, surface, and overhead obstructions in the work areas and other locations the Contractor finds necessary to traverse. The exact location, depths, and height of submarine cables, pipes, highlines, docks,

piers, bridges, etc. (as applicable) are not known, and it will be necessary for the Contractor to ascertain interference problems and notify the respective owners in advance of dredging operations. The Contractor shall make all arrangements with the respective owners of the structure to assure satisfactory completion of dredging in the vicinity with minimum interruption of service, and shall perform operations in such a manner as will avoid damage to these facilities.

3.2.2.1 Unexploded Ordnance

Should Unexploded Ordnance be encountered the Contractor shall not be entitled to an equitable adjustment or reimbursement for work stoppage of 24 hours or less from the time the Contracting Officer directs the Contractor to stop. Each encounter shall be handled on a case by case basis. The following shall be the Standard Operating Procedure when unexploded ordnance is encountered."

- a. Cease dredging operations,
- b. Contact Coast Guard MSU,
- c. Contact U.S. Army Corps of Engineers Quality Assurance Representative,
- d. Comply immediately with directions from the Coast Guard MSU

3.2.3 Dredge Location Control

The Contractor shall have, in continuous operation on the dredge, electronic positioning equipment that will accurately and continuously compute and plot the position and the deepest penetration of the dredge.

Dredge types shall meet all of the following requirements, and this information shall be compiled and submitted to the Contracting Officer bi-weekly:

- a. The Contractor is required to have electronic positioning equipment that shall horizontally locate the dredge when operating on the project, as well as determine the depth of dredging. Continuous locations of the dredge shall be made at all times during dredging.
- b. A color-coded plot, in the project reference datum, of the draghead, cutterhead, or other hydraulic or mechanical dredging device shall also be recorded daily depicting the vertical and horizontal limits of the material dredged that day. Any horizontal or vertical dredge violations shall be clearly defined.
- c. The Contractor is required to calibrate the equipment as required by the manufacturer or as required by the Contracting Officer. Proof of calibration shall be submitted to the Contracting Officer.
- d. For Horizontal control, the location of the dredge is to be computed by coordinates with a probable range error not to exceed +/- 3 feet. The Contractor's method of horizontal location of the dredge intake shall be submitted for review. LORAN-C shall not be permitted for location control.
- e. The Contractor is also required to have a depth of dredging

indicator accurate to within one foot. The instrument used shall indicate the depth of dredging at all times. This equipment shall include real-time measurement of the water (tide) level. The reported elevation of dredging shall be adjusted by the measured water level elevation and shall have a probable range error not to exceed 1-foot vertical.

f. If the dredge is outside the borrow area limits, the Contractor shall provide reasons the dredge is outside the borrow area limits such as turning around annotated on the position chart. Add notation in the Contractor's Quality Control Report for each occurrence.

3.2.4 Deduction for Nonconforming Work

Fill shall be obtained from the designated borrow area only. Fill that is obtained from unauthorized areas will not be paid for under this contract. Excavation in such area(s) is a violation of State and Federal certifications and/or leases. The contractor shall conduct pre-construction and post-construction surveys of the borrow area in accordance with 01 00 00 ADDITIONAL SPECIAL TASK ORDER REQUIREMENTS. If it is determined by the Contracting Officer Representative that dredging has been performed outside the borrow area(s) limits or below the limiting elevation within the borrow areas, the quantity of the material dredged from these areas will be computed and subtracted directly from the pay quantity of material placed in the fill template.

3.3 TRANSPORT OF EXCAVATED MATERIALS

The method of transporting the fill from the offshore borrow area to the fill area shall be approved by the Contracting Officer. A pipeline dredge or hydraulic unloader may be used to transport material to the project placement site. The Contractor shall maintain a tight discharge pipeline at all times. The joints shall be so constructed as to preclude spillage and leakage. If a dredging technique is used for this project that requires anchoring, no anchoring shall occur within 200 feet of cultural resources. If pilings are used for anchorage at the beach fill site, the pilings shall be well marked and removed in their entirety upon completion of the Contractor's operation.

3.3.1 Submerged Pipeline

In the event the Contractor elects to submerge their pipeline, the pipeline shall rest on the bottom, and the top of the submerged pipeline and any anchor securing the submerged pipeline shall be no higher than the project depth for any navigation channel in which the submerged pipeline is placed. Should the Contractor elect to use a pipeline material which is buoyant or semi-buoyant, such as PVC pipe or similar low density materials, the Contractor shall securely anchor the pipeline to prevent the pipeline from lifting off the bottom under any conditions. The Contractor shall make daily inspections of the submerged pipeline to ensure buoyancy has not loosened the anchors. The Contractor shall remove all anchors when the submerged pipeline is removed. The location of the entire length of submerged pipeline shall be marked with signs, buoys, lights, and flags conforming to U.S. Coast Guard regulations.

3.3.2 Floating Pipeline

Should the Contractor's pipeline not rest on the bottom, it will be considered a floating pipeline and shall be visible on the surface and

clearly marked. In no case will the Contractor's pipeline be allowed to fluctuate between the surface and the bottom, or lie partly submerged. Lights shall be installed on the floating pipeline as required in paragraph SIGNAL LIGHTS above. The lights shall be supported either by buoys or by temporary piling, provided by the Contractor and approved by the Contracting Officer. Where the pipeline does not cross a navigable channel, the flashing yellow all-around lights shall be spaced not over 200 feet apart, unless closer spacing is required by U.S. Coast Guard personnel, in which case the requirements of the U.S. Coast Guard shall govern, at no additional cost to the Government.

3.3.3 Upland Pipeline

The Contractor shall maintain barricades, warning signals, and flagmen to ensure public safety in the vicinity of the pipeline discharge. Any damages to private or public property resulting from the Contractor's operations shall be repaired at no additional expense to the Government and to the satisfaction of the Contracting Officer.

3.3.4 Visual Inspection of Pumpout and Pipeline Locations

a. A visual inspection shall be performed by the Contractor at the commencement of the initial pumpout operations. The first loads shall be pumped out during daylight hours. At the outset, the Contractor shall visually inspect all hose, pipeline, and connections from the scow to any boosters and from the booster all the way to the shore, as the dredge pumps clear water. Upon completion of the inspection and confirmation of no apparent leaks, the discharge of sand into the pumpout system shall commence.

b. A visual inspection of the floating pipe and the submerged pipeline shall be performed daily for signs of slicks, plumes, boils, or other surface anomalies that would indicate leaks, seepage, or failures.

3.4 Spillage and Leakage

Any fill sand which is lost in transit or permitted to flow into the offshore waters or onto the upland from the point the sand is discharged on the beach will not be subject to payment. The development of a leak shall be promptly repaired and the dredge and pumpout operations shall be shut down until repairs are completed to the satisfaction of the Contracting Officer. Failure to repair leaks or change the method of operations, which result in overflow, leakage or spillage that exceeds turbidity and water quality standards during loading and transport to the discharge site, will result in suspension of dredging and pumpout operations and prompt repair or change in operation.

3.4.1 Pipeline

The pipeline corridor shall be visually inspected by the Contractor daily during period of active pumpout operations for signs of slicks, plumes, boils, or other surface anomalies that would indicate leaks, seepage, ruptures, or failures. All occurrences shall be indicated in the Contractor's QCR.

3.5 BEACH FILL

3.5.1 General

All fill sand excavated from the borrow area shall be transported to and deposited within the lines, grades, and cross section shown on the drawings except as may be modified by the provisions of subparagraph "Construction" below. The Contractor shall also maintain and protect the fill in a satisfactory condition at all times until acceptance of the work except as specified in subparagraph "Dressing for Payment" below. The Contractor shall ensure that material placed is in compliance with contract requirements. See paragraph QUALITY CONTROL FOR FILL below.

3.5.2 Construction

The fill area is subject to changes and the elevations at the time the work is done may vary from the elevations shown on the drawings. The Contracting Officer reserves the right to vary the width and grade of the berm from the lines and grades shown on the plans in order to establish a uniform fill for the entire length of the project. The fill cross sections shown on the drawings are for the purpose of estimating the theoretical amount of fill needed and will be used by the Contracting Officer in making any change in the lines and grades. The Contractor will not be required to dress the fill below the mean high water to the slopes shown but will be required to do the dressing specified in subparagraph "Dressing for Payment" below.

3.5.2.1 Construction Equipment Limitations

Grading and other construction equipment will not be permitted outside the landward limit of fill at the time of construction except for designated ingress and egress to and from the site. Mobile equipment of any type operating within 50 feet of any structure as determined by the Contracting Officer shall be rubber wheeled. Tracked equipment shall not be permitted to operate within 50 feet of any structure as determined by the Contracting Officer. Hand tools may be required in these areas. A waiver to the 50 feet may be petitioned by the Contractor to the Contracting Officer if the Contractor can provide justification otherwise. A waiver does not relieve the contractor of liability for damages incurred.

3.5.2.2 Grade Stake Installation and Recovery Operations

Grade stakes left in the fill after construction present a safety hazard to island visitors. It is the Contractor's responsibility to name a designated person whose responsibility is to track, locate, and completely remove all grade stakes in their entirety to the satisfaction of the Contracting Officer. This identified person shall have an alternate in place in the event the designated person is absent. Any grade stakes left in the fill will be the sole responsibility of the Contractor. The Contractor is to remove all grade stakes immediately after the acceptance section has been completed and ready for public use. This search and removal of all the stakes shall be conducted by the Contractor prior to releasing the construction area to the public. To ensure the safety of the public and contractor meets contract guidelines as it pertains to Grade staking and removal, the Contractor shall perform but limited to the following duties:

- a. Construction or grade staking on the island shall be made of steel pipe or other material that can and will be removed intact after

filling as verified during final walk-through inspection. All stakes shall have sufficient length above grade so they may not be accidentally covered by fill.

b. The Contractor shall inventory all construction grade staking used in the contract for installation as well as removal.

c. The grade stakes shall be consecutively numbered, approximately located, and recorded in the grade stake log using the construction baseline station provided on the plans.

d. The removal of each numbered pipe shall be recorded in the grade stake log at the time of the pipe/stake removal with the total removed count meeting the same placed within the noted stationing limits.

e. At the request of the Contracting Officer, the grade stake log shall be provided with the entire placed grade stake pipes displayed and counted after their removal to demonstrate those pipes that have been removed.

f. Sections of fill upon which the search for, and removal of, stakes is complete shall be documented in the Contractor's Quality Control Reports.

3.5.2.3 Longitudinal Dikes

a. Temporary longitudinal dikes and spreader and pocket pipe shall be used to prevent gullying and erosion of the fill and to retain the fill on the island and within the limits of the fill cross section. As the work progresses, dikes or mounds shall be constructed along the fill necessary to direct the pipeline discharge longitudinally along the island to avoid transverse gullying directly from the discharge point to the Gulf of Mexico and/or Mississippi Sound and to build the beach to design grade.

b. Longitudinal dikes shall initially be 500 feet long in advance of filling operations. They may need to be lengthened to meet water quality standards. Shorter lengths may be subsequently used if approved by the Contracting Officer. More than one series of longitudinal dikes may be required to meet water quality standards, to build to the required lines and grades, and to keep material within the toe-of-fill. The Contractor will not be held responsible for erosion caused by waves after the fill has been satisfactorily placed and accepted. No undrained pockets shall be left in any fill during or upon completion of the work. The Contractor shall not permit wastewater to flow landward of the fill section or water to pond between the fill and upland.

3.5.2.4 Ramps and Walkways

The Contractor shall provide sand ramp walkways across the beach pipeline at intervals not greater than 1,000 feet.

3.5.3 Placement

a. Prior to placement of fill, the Contractor shall remove from the site of the work all snags, concrete rubble, reinforcement bars, and similar debris lying within the foundation limits of the fill section.

All materials removed shall be disposed of in areas provided by and at the expense of the Contractor and approved by the Contracting Officer.

b. The excavated material shall be placed and brought to rest in the fill template to the lines, grades, and cross section indicated on the drawings, unless otherwise provided for herein or directed by the Contracting Officer. The Contractor shall not stockpile pipe or any other equipment or debris within 5 feet seaward of existing dune vegetation. Pipe shall be placed parallel to shore and landward as far as possible without compromising the dune system.

c. Mechanical operations may be needed to place material to the required lines and grades. Stockpiling, additional longitudinal dikes, and/or other special handling may be needed. It is the Contractor's responsibility to place material to the specified lines and grades within the fill cross section.

d. Any material that is rehandled or moved and placed in its final position by methods other than hydraulic shall be placed in horizontal layers not exceeding three (3) feet in thickness. Compaction of the layers will not be required. The Contractor shall schedule their operations to take advantage of the tide so that filling is done in the dry or as directed.

3.5.3.1 Dressing for Payment

Immediately following placement of the new fill the Contractor shall grade, level and dress the fill to meet the required elevations and dimensions indicated on the drawings. The dressing for payment shall include the removal of humps, depressions, undrained pockets, excavated material at locations of swales for drainage, etc., prior to final pay survey being taken of an area of Acceptance Section.

3.5.3.2 Dressing for Final Acceptance

Immediately upon the completion of fill placement and removal of equipment and materials from the fill area, the final dressing shall be accomplished by the Contractor for final acceptance. This final dressing is a requirement as part of the post-construction cleanup required by Section 01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS of the contract. The bank caused by wave forces shall be graded down to slope as shown on the drawings. Grade stakes shall be removed intact and any excavation required to remove the stakes shall be backfilled.

3.5.4 Tolerances

Final grade (F.G.) shall be within tolerances of plus or minus five-tenths (0.5) of a foot of fill grade line for the beach fill in elevation and +/- 10 ft tolerance in width from the dimensions shown on the contract plans. Dune material will be placed within a +/- 0.5 ft tolerance of fill grade line in elevation and a +/- 5 ft tolerance in width from what is shown on the contract plans. Tolerance shall extend the entire construction template shown on the Plans which includes everything from the upland intersection with natural grade to termination of the seaward berm slope. If material is placed above the specified tolerance or below the reference fill template the Contractor shall be required at no cost to the government to perform additional work to achieve the designed alignments, lines, grades, slopes and dimensions within the specified tolerance. Contractor may stockpile fill above the tolerance up-slope of the slough zone, to

compensate for material expected to be removed by wave action; but smooth slopes shall be maintained. Berm width will vary as directed by the Contracting Officer. Slope shaping shall be accomplished by grading fill into water or as directed by the Contracting Officer.

3.5.5 Misplaced Materials

If any material is deposited other than in places designated or approved, the Contractor may be required to remove such misplaced material and redeposit it where directed at their expense.

3.6 QUALITY CONTROL

The Contractor shall establish and maintain quality control for operations under this section to assure compliance with contract requirements and maintain records of their quality control for materials, equipment, and construction operations, including but not limited to the following:

3.6.1 Preparatory Inspection

Conduct prior to commencing work.

a. Check location of borrow area, offshore pumpout area, and conditions of areas to be filled.

b. Discuss plan of action for dredging, transporting, and placing fill.

c. See that all equipment is approved and is in satisfactory working condition.

d. Check safety requirements and, particularly, public safety.

e. Check the fill site for structures that could be susceptible to damage or which could have further damage caused by the Contractor's activity.

3.6.2 Initial Inspections

Conduct after a representative sample of the work is complete.

a. Check for proper lines, grades, and elevations.

b. See that diking and fill discharge is satisfactory.

c. Check grades and slopes of fill placement.

d. Check finished area for proper dressing and elimination of undrained pockets and abrupt humps.

e. Check any adjacent structures to search for damage by Contractor's equipment.

3.6.3 Follow-up Inspection

Conduct daily to assure compliance with results of initial inspection.

a. Check items mentioned in preparatory and initial inspection.

b. Damage or defects.

A copy of these records, as well as results of corrective action taken, shall be furnished the Government as directed by the Contracting Officer.

3.7 QUALITY CONTROL FOR BEACH FILL

The Contractor shall utilize a quality control program to continuously monitor the dredged fill material to ensure it meets contract requirements. The Contractor shall produce daily reports which characterize the nature of the sediments dredged from the borrow areas and placed within the fill template with specific reference to the "Criteria for Fill Material" paragraph below. At the Preconstruction Conference, the Contractor shall acknowledge the quality of sediment as described in the following paragraph and the geotechnical boring logs in Appendix A. The Contractor shall develop an "Unacceptable Material Contingency Plan." If directed by the Contracting Officer Representative, the contractor shall acquire the equipment and personnel to remediate the fill area.

The material within the borrow area limits is predominately but not exclusively light-colored, fine to medium grained, poorly graded sand (SP). The color, grain-size, fines content, and shell content of the borrow material is approximately as described at sampled locations in logs of borings and other data provided in Appendix A; however, some variation between borings should be expected.

3.7.1 Criteria for Fill Material

The sand shall be similar to the existing island sediments in color and texture. Fill material shall be clean sand from the borrow areas provided in the contract and free of unacceptable materials, such as construction debris, asphalt, rocks greater than 3/4 inch, clay balls, and other organics, oil, pollutants and any other foreign materials. Any unacceptable material remaining in the fill shall be removed and disposed of by the Contractor as approved by the Contracting Officer. It is not anticipated that unacceptable material will be encountered in the borrow areas. However, if unacceptable material is discovered within the fill template, the Contractor will be required to remediate based on the "Unacceptable Material Contingency Plan".

Table 1 is provided to ensure that the sediment from the borrow area is similar at the respective fill placement sites. Due to the natural variability of the fill material, it is recognized that individual samples may deviate from the specified values. If the average of three samples of fill material taken within a 200 foot sample section falls outside of the limits indicated in Table 1 the Contractor shall notify the Contracting Officer Representative to determine if relocation of the dredge within the borrow area limits is necessary to minimize further placement of unsatisfactory fill material.

Table 1 - Values (inclusive) of Satisfactory Fill Material

Maximum Fines Content (passing #200 sieve)	15 percent
Maximum Fine Gravel Content (cumulative retained on #4 sieve)*	5 percent
Minimum Moist Munsell Color Value	5 Value
D50	0.18-0.33 mm

*For the purpose of this criteria, gravel content shall be defined as the cumulative percentage by weight of all materials, including shell, retained on the #4 sieve and sieves with opening sizes larger than the #4 sieve.

3.7.2 Fill Observation and Sampling

Fill observation and sampling shall be performed during construction to ensure that the fill material meets criteria.

a. Fill observation shall be performed at all times during which fill material is being placed. The Contractor shall have on-site personnel to visually monitor the material being placed and who can identify obvious changes in sediment quality at the active placement location. A registered geotechnical Engineer, coastal Engineer, or coastal Geologist with a minimum of 3 years experience in dredging operations and visual classification of sediments shall be the lead QC and signatory for all reports produced regarding the placed fill. Daily monitoring may be delegated to non-registered inspectors who have experience with dredging operations and visual classification of sediments. The observer shall remain in constant radio contact with the dredge and shall report encounters with Unacceptable materials to the dredge operator.

b. The Contractor shall conduct assessments of the sediment as follows: The Contractor shall conduct a visual classification of the sediment while it is being placed to identify obvious disparities with the fill quality specification. The Contractor shall also collect grab samples along transects every 200 linear feet of constructed fill and conduct visual classification of the samples in accordance with ASTM D2488 Description and Identification of Soils (Visual-Manual Procedure). The sample shall be a minimum of 1 U.S. pint (200 grams). Each transect will be perpendicular to the baseline of the fill with one sample from just landward of the MHHW line on the shore, the second sample from the center of the fill, and the third sample from the landward fill limits. A transect shall be sampled after the fill template reaches Elevation 1.0 ft NAVD88 and after Elevation 5.0 ft NAVD88. Each sample shall be archived with the date, time, elevation (in NAVD88) and horizontal location in the project reference datum. The sample shall be visually compared to fill sites. The lab will return all physical samples to the Contractor after testing. The Contractor will store and maintain the samples until project completion.

c. Should any sample not comply with the criteria stated above, the Contractor shall notify the Contracting Officer at the first available normal business hour. Should three (3) consecutive samples not comply with the compliance criteria, the Contracting Officer shall be notified

immediately and the Contractor shall take necessary actions to avoid further discharge of unsatisfactory material with possible remediation. The Contracting Officer will then advise the contractor how to adjust the construction operation at the borrow area to avoid placing additional unsatisfactory material.

d. The collected fill sediments shall be analyzed for grain size distribution, Munsell color, carbonate content, and percent visual shell by a USACE certified laboratory. Gradation analysis shall be performed according to ASTM D422 and a USCS classification assigned to the sample according to ASTM D2487. U.S. Standard sieve sizes shall include 3/4 inch, 3/8 inch, and numbers 4, 7, 10, 14, 18, 25, 35, 45, 60, 80, 120, 170, 200, and 230. No hydrometer testing is required, but the percentage of sample finer than the #200 sieve shall be specified. Laboratory test results shall be forwarded to the government within 60 hours of sample collection.

3.7.3 Remediation

If the Contracting Officer determines remediation is required, the Contractor shall remediate. The method by which the Contractor remediates shall be of their own design and shall be constructed so as to ensure material placed meets the criteria for acceptability as defined in paragraph 3.7.1. Methods of remediation may include, but are not limited to:

a. Blending of unacceptable material (i.e. when exceeding compliance values listed in Table 1 at the indicated fill sites for silt, fine gravel, shell, or Munsell color) with suitable material to achieve a sand mixture that complies with the criteria of acceptability.

b. Screening unacceptable materials such as rocks greater than 3/4 inch or clay balls from the fill within the area for remediation and depth designated by the Contracting Officer. Screening shall continue until no unacceptable material is encountered or at the Contracting Officer's determination.

c. Removing of screened unacceptable material and disposing of the material, and replacing the material with sand that complies with the acceptable fill criteria.

All material to be disposed shall be hauled off site to a disposal area obtained by the Contractor and approved by the Contracting Officer.

3.7.4 Unacceptable Material Contingency Plan

The Contractor shall be responsible for establishing a contingency plan in the event that unacceptable materials are encountered. The contingency plan shall be submitted to the Government for information purposes only. The contingency plan shall include but is not limited to the following:

a. How the Contractor plans to notify the Contracting Officer if unacceptable materials are encountered.

b. How the Contractor will report encounters with unacceptable material in the daily quality control reports, such as approximate elevation and horizontal position (in project reference datum) where the materials were encountered in the borrow area, as well as the location where material was placed in the fill template.

c. Who will conduct the laboratory analyses and how they will be conducted if requested by the Contracting Officer.

d. If three (3) consecutive fill samples do not comply with the compliance criteria, briefly explain how control measures will be established to adjust dredging and placement operations and avoid further placement of the unacceptable material.

e. If remediation requires blending or screening and removal of unacceptable material, describe how the remediation operations will be accomplished for either case and where material if removed will be placed.

3.8 INSPECTION

3.8.1 Quality Assurance Representative (QAR)

The QAR shall be notified prior to the establishment of horizontal control work (baseline layout, ranges, station flags, shore-based control for EPS/RPS, etc.) and vertical control work (tide staff(s), upland cross sections, construction elevations top/invert, maximum/minimum elevations of dredged materials within borrow area(s), etc.), but the presence or absence of the QAR shall not relieve the Contractor of their responsibility for proper execution of the work in accordance with the specifications. The Contractor will be required:

a. To furnish, on the request of the Contracting Officer or any QAR, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work.

b. To furnish, on the request of the Contracting Officer or any QAR, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant, and to and from the beach placement.

3.8.2 Failure to Comply

In conjunction with the Clause INSPECTION OF CONSTRUCTION of Section 00700 CONTRACT CLAUSES in Volume 1, 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 thereof will be deducted from any amounts due or to become due the Contractor.

-- End of Section --

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APPENDIX A
BORING LOGS

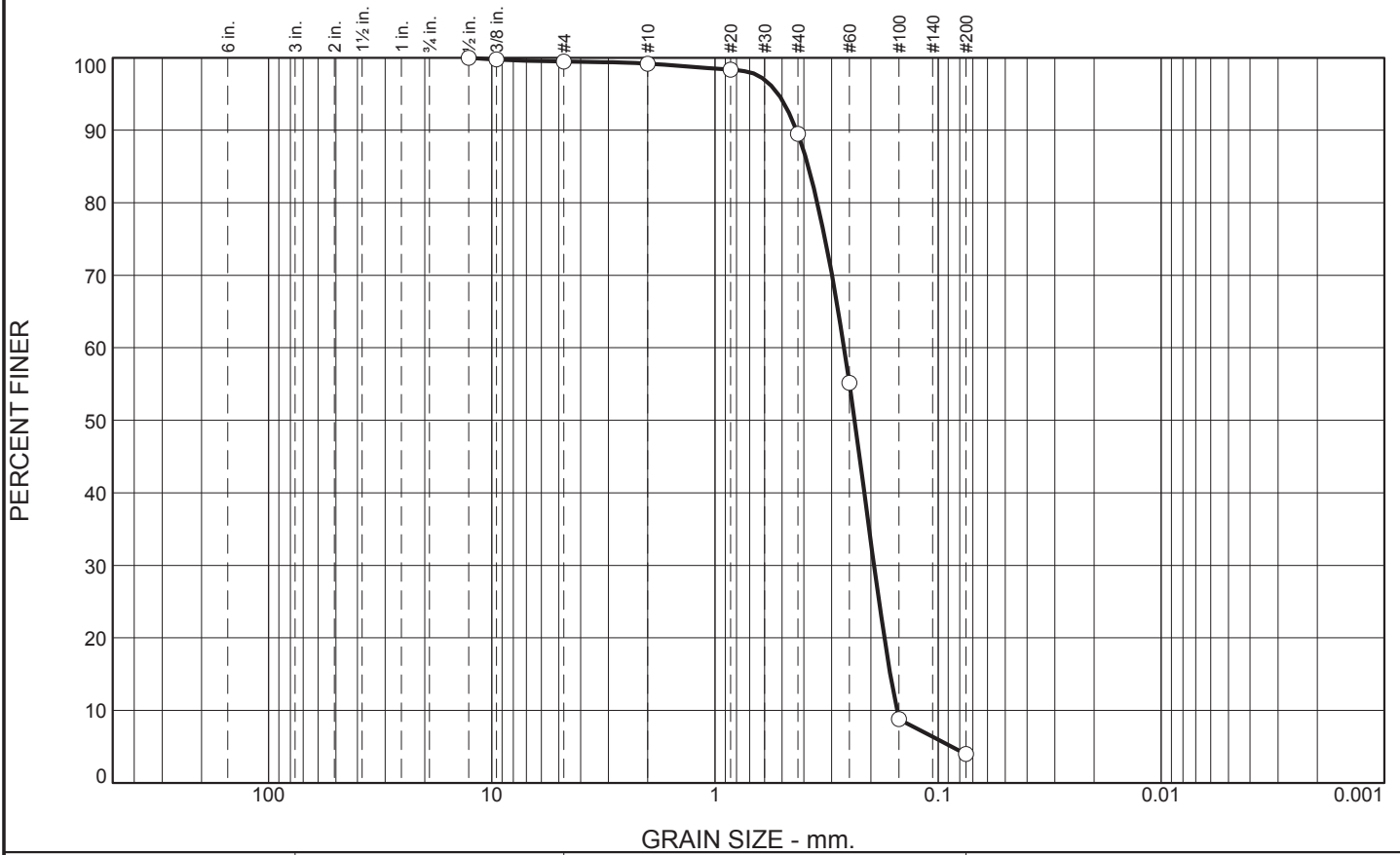
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Boring Designation BI-CI-31-10

DRILLING LOG		DIVISION South Atlantic	INSTALLATION Mobile District	SHEET 1 OF 1 SHEETS
1. PROJECT Barrier Islands and Restoration Catalinas		9. SIZE AND TYPE OF BIT N/A		
2. BORING DESIGNATION BI-CI-31-10		10. COORDINATE SYSTEM/DATUM State Plane, MSE (U.S. Ft.)		HORIZONTAL NAD83
3. DRILLING AGENCY Corps of Engineers CESAM		11. MANUFACTURER'S DESIGNATION OF DRILL V-bracore		<input type="checkbox"/> AUTO HAMMER <input type="checkbox"/> MANUAL HAMMER
4. NAME OF DRILLER Construction Solutions International, Inc.		12. TOTAL SAMPLES		DISTURBED 2
5. DIRECTION OF BORING <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED		13. TOTAL NUMBER CORE BOXES		UNDISTURBED (UD) 0
6. THICKNESS OF OVERBURDEN N/A		14. WATER DEPTH 13.3 Ft.		15. DATE BORING
7. DEPTH DRILLED INTO ROCK N/A		16. ELEVATION TOP OF BORING 12.6 Ft.		STARTED 08/22/10
8. TOTAL DEPTH OF BORING 7.3 Ft.		17. TOTAL RECOVERY FOR BORING 100%		COMPLETED 08/22/10
18. SIGNATURE AND TITLE OF INSPECTOR Mark Green, Geotechnical Engineer				

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	SAMPLE	LABORATORY RESULTS
12.6	0.0				
		•••••	SAND, poorly graded, mostly fine grained sand sized quartz, trace wood debris, trace shell fragments, w/ silty sand lenses, t. gray and gray (SP)	A	Classification: SP Color: 5Y 6/1 gray D50: 0.2368 mm % Fines: 4
		•••••		B	Classification: SP Color: 2.5Y 6/1 gray D50: 0.2315 mm % Fines: 3.9
19.9	7.3				
			<p>NOTES:</p> <p>1. Soils are field visually classified in accordance with the Unified Soils Classification System.</p> <p>2. NS = Sample not submitted for laboratory analysis from this interval.</p> <p>3. Seafloor elevation calculated using sampling vessel's fathometer water depth reading and applying NOAA tidal gauge data conversion factor.</p>		

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.5	0.3	9.7	85.5	4.0	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.500	100.0		
.375	99.7		
#4	99.5		
#10	99.2		
#20	98.3		
#40	89.5		
#60	55.2		
#100	8.8		
#200	4.0		

Material Description

SAND, (SP), fine grained

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.4311 D₈₅= 0.3823 D₆₀= 0.2638
D₅₀= 0.2368 D₃₀= 0.1938 D₁₅= 0.1640
D₁₀= 0.1529 C_u= 1.72 C_c= 0.93

Classification

USCS= SP AASHTO=

Remarks

CADD CODE = CH10D965

* (no specification provided)

Location: USACE Sample # BI-CI-31-10A
Sample Number: TE Lab ID: 4660.29

Depth: 0.0 - 4.0 (ft.)

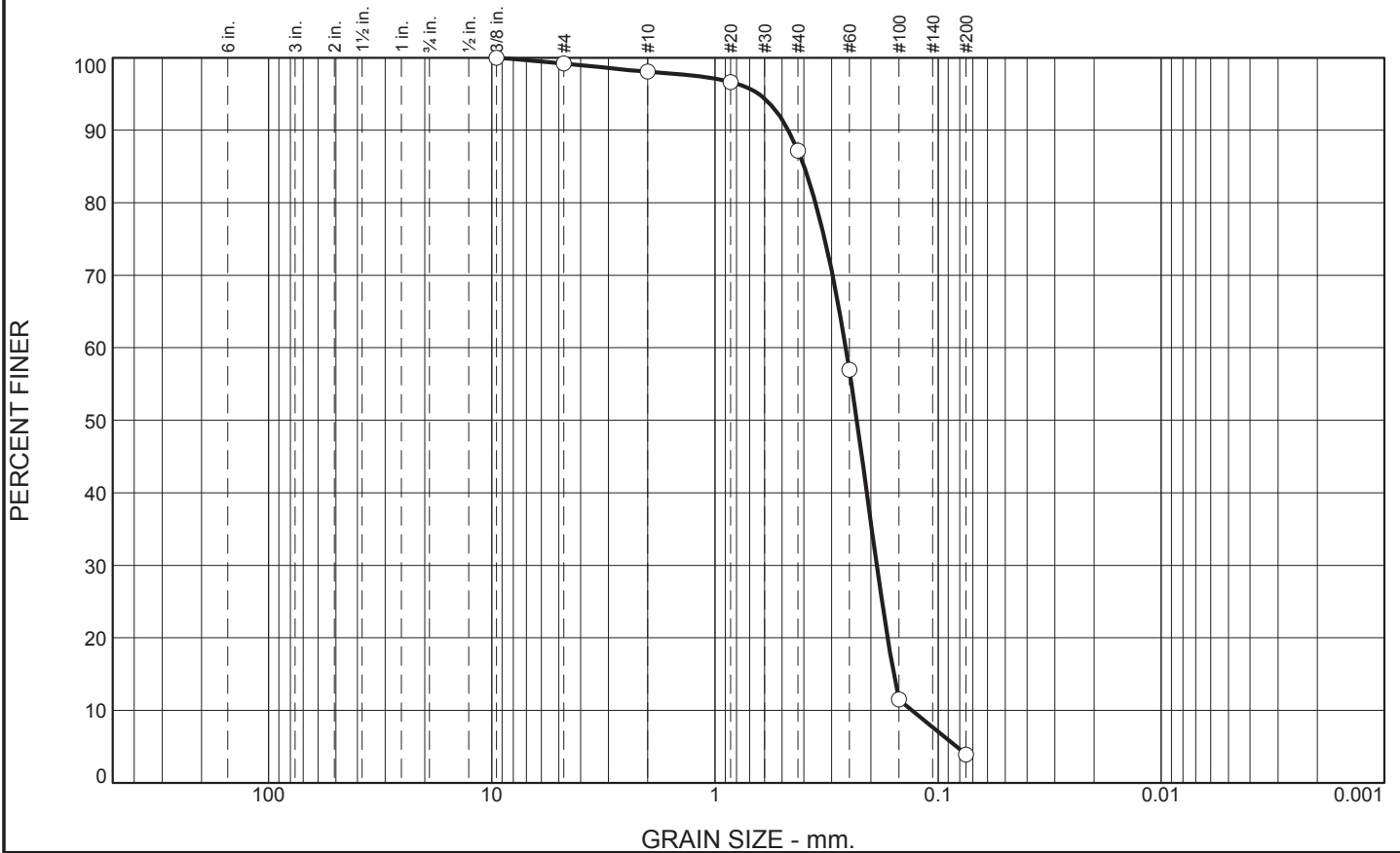
Date: 9/1/10

<h2 style="margin: 0;">Thompson Engineering</h2> <h3 style="margin: 0;">Mobile, Alabama</h3>	<p>Client: US Army Corps of Engineers Project: Contract No. W91278-10-D-0026 - Task 03 Mississippi Barrier Island Restoration Project Project No.: 10-2123-0009 Report No.</p>
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Tested By: G.Fancher

Checked By: R.Byrd

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.8	1.1	10.9	83.3	3.9	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	99.2		
#10	98.1		
#20	96.6		
#40	87.2		
#60	57.0		
#100	11.5		
#200	3.9		

Material Description

SAND, (SP), medium to fine grained

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.4691 D₈₅= 0.3990 D₆₀= 0.2592
D₅₀= 0.2315 D₃₀= 0.1883 D₁₅= 0.1580
D₁₀= 0.1309 C_u= 1.98 C_c= 1.05

Classification

USCS= SP AASHTO=

Remarks

CADD CODE = CH10D965

* (no specification provided)

Location: USACE Sample # BI-CI-31-10B
Sample Number: TE Lab ID: 4660.30

Depth: 4.0 - 7.3 (ft.)

Date: 9/1/10





<h2 style="margin: 0;">Thompson Engineering</h2> <p style="margin: 0;">Mobile, Alabama</p>	<p>Client: US Army Corps of Engineers</p> <p>Project: Contract No. W91278-10-D-0026 - Task 03 Mississippi Barrier Island Restoration Project</p> <p>Project No: 10-2123-0009 Report No.</p>
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Tested By: G.Fancher

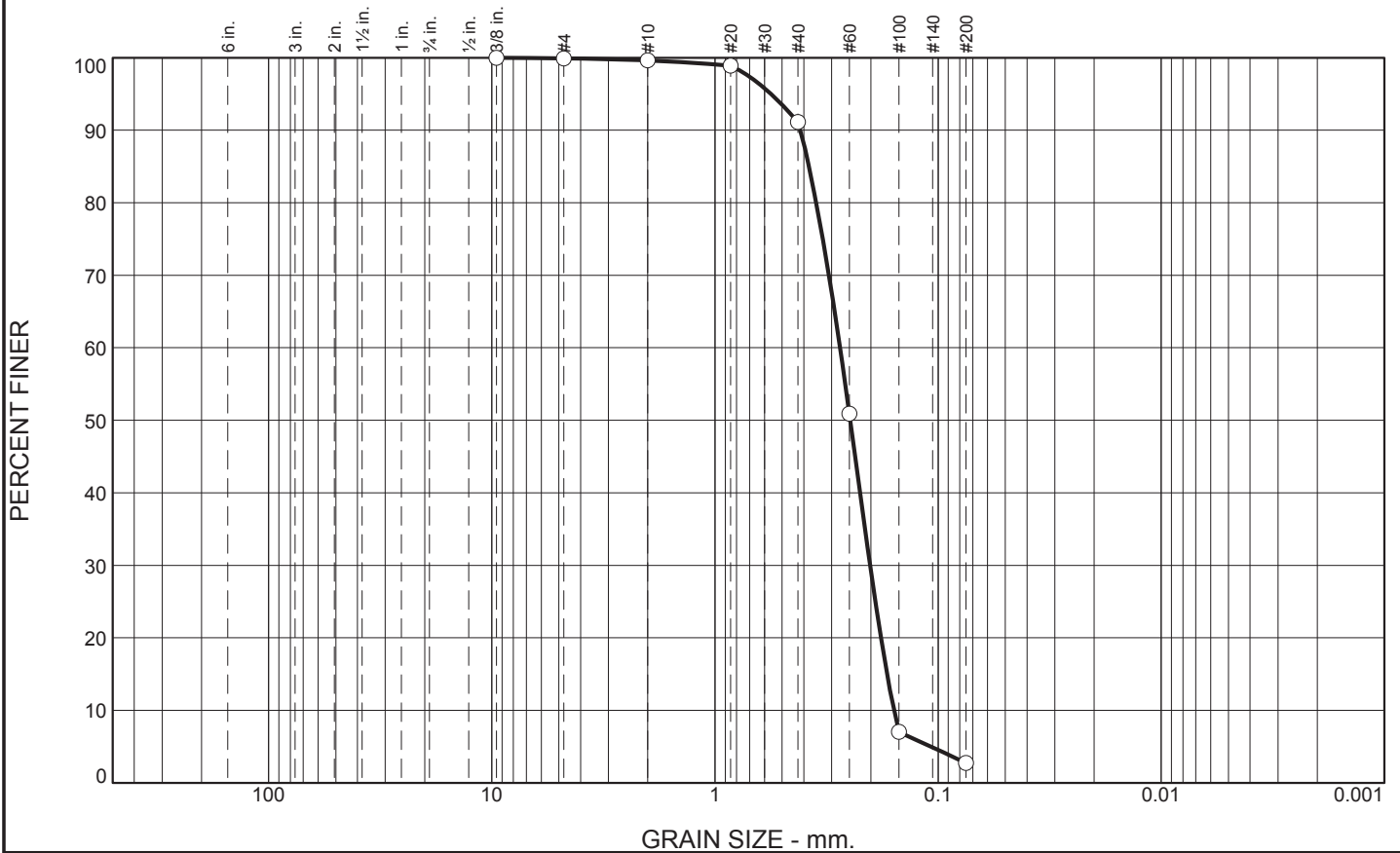
Checked By: R.Byrd

Boring Designation BI-CI-32-10

DRILLING LOG		DIVISION South Atlantic	INSTALLATION Mobile District	SHEET 1 OF 1 SHEETS
1. PROJECT Barrier Islands and Restoration Caissons		9. SIZE AND TYPE OF BIT N/A		
2. BORING DESIGNATION BI-CI-32-10		10. COORDINATE SYSTEM/DATUM State Plane, MSE (U.S. Ft.)		HORIZONTAL NAD83
3. DRILLING AGENCY Corps of Engineers CESAM		11. MANUFACTURER'S DESIGNATION OF DRILL Vibracore		<input type="checkbox"/> AUTO HAMMER <input type="checkbox"/> MANUAL HAMMER
4. NAME OF DRILLER Constructors Solutions International, Inc.		12. TOTAL SAMPLES		DISTURBED 4
5. DIRECTION OF BORING <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED		13. TOTAL NUMBER CORE BOXES		UNDISTURBED (UD) 0
6. THICKNESS OF OVERBURDEN N/A		14. WATER DEPTH 13.3 Ft.		
7. DEPTH DRILLED INTO ROCK N/A		15. DATE BORING		STARTED 08/21/10
8. TOTAL DEPTH OF BORING 12.2 Ft.		16. ELEVATION TOP OF BORING 13.1 Ft.		COMPLETED 08/21/10
		17. TOTAL RECOVERY FOR BORING 100%		
		18. SIGNATURE AND TITLE OF INSPECTOR Mark Green, Geotechnical Engineer		

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	SAMPLE	LABORATORY RESULTS
13.1	0.0				
			SAND, poorly graded, mostly fine grained sand sized quartz, trace silt, trace shell fragments, tan gray and gray (SP)	A	Classification: SP Color: 5Y 6/2 light olive gray D50: 0.2477 mm % Fines: 2.8
				B	Classification: SP Color: 5Y 7/1 light gray D50: 0.2094 mm % Fines: 4
22.6	9.5		At E. 21.4 Ft., test	C	Classification: SP SM Color: 5Y 6/2 light olive gray D50: 0.169 mm % Fines: 5.5
25.3	12.2		SAND, silty, mostly fine grained sand sized quartz, some silt, trace shell fragments, gray (SM)	D	Classification: SP SM Color: 2.5Y 6/2 light brownish gray D50: 0.1695 mm % Fines: 6.6
			NOTES: 1. Soils are field visually classified in accordance with the Unified Soils Classification System. 2. NS = Sample not submitted for laboratory analysis from this interval. 3. Seafloor elevation calculated using sampling vessel's fathometer water depth reading and applying NOAA tidal gauge data conversion factor.		

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.1	0.3	8.5	88.3	2.8	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	99.9		
#10	99.6		
#20	98.9		
#40	91.1		
#60	50.9		
#100	7.0		
#200	2.8		

Material Description

SAND, (SP), fine grained

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.4149 D₈₅= 0.3789 D₆₀= 0.2753
D₅₀= 0.2477 D₃₀= 0.2016 D₁₅= 0.1694
D₁₀= 0.1577 C_u= 1.75 C_c= 0.94

Classification

USCS= SP AASHTO=

Remarks

CADD CODE = CH10D965

* (no specification provided)

Location: USACE Sample # BI-CI-32-10A
Sample Number: TE Lab ID: 4660.16

Depth: 0.0 - 5.0 (ft.)

Date: 9/1/10

Thompson Engineering

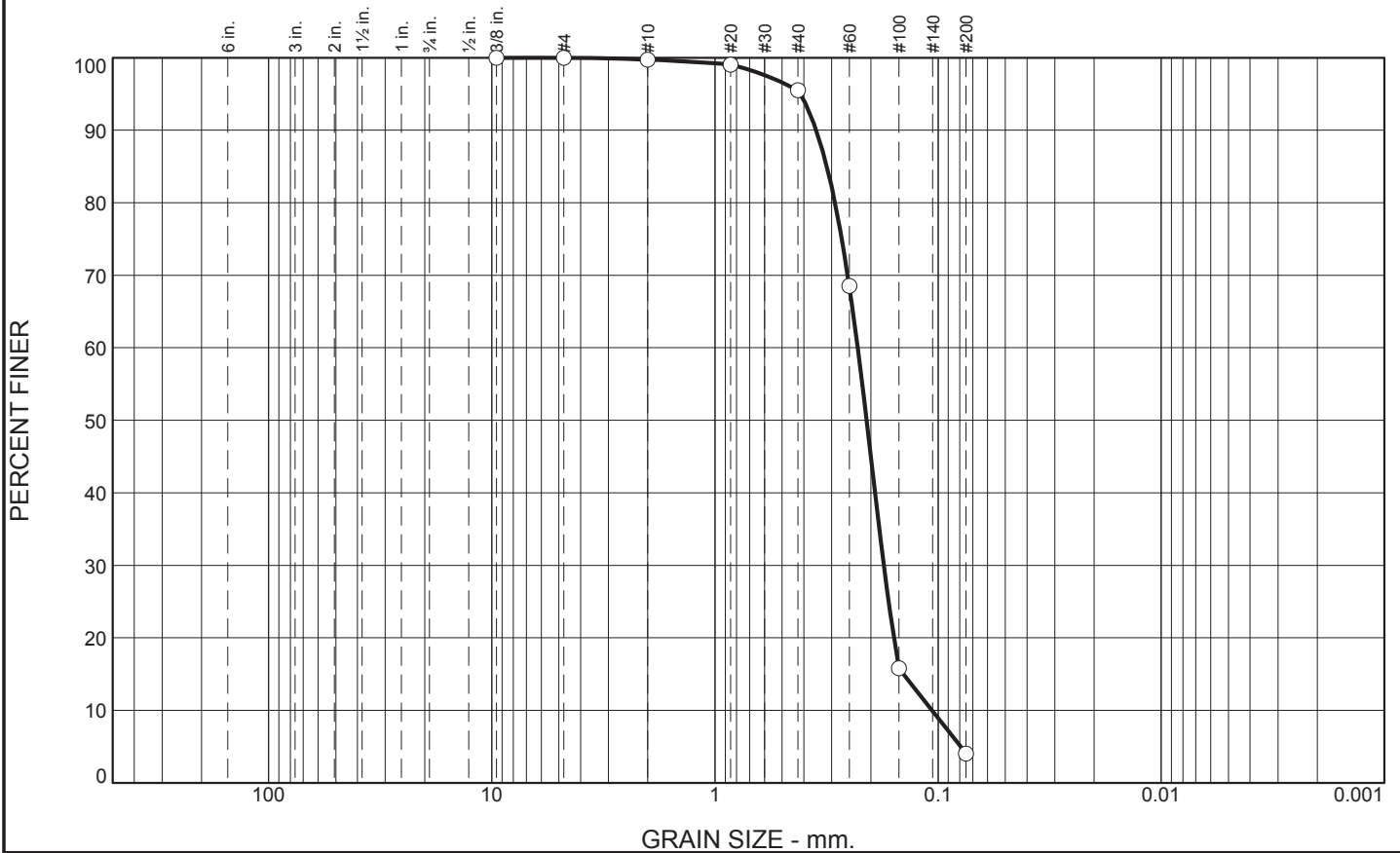
Mobile, Alabama

Client: US Army Corps of Engineers
Project: Contract No. W91278-10-D-0026 - Task 03
Mississippi Barrier Island Restoration Project
Project No.: 10-2123-0009 **Report No.**

Tested By: G.Fancher

Checked By: R.Byrd

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.3	4.2	91.5	4.0	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	100.0		
#10	99.7		
#20	99.1		
#40	95.5		
#60	68.5		
#100	15.8		
#200	4.0		

Material Description

SAND, (SP), fine grained

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.3516 D₈₅= 0.3150 D₆₀= 0.2294
D₅₀= 0.2094 D₃₀= 0.1749 D₁₅= 0.1432
D₁₀= 0.1066 C_u= 2.15 C_c= 1.25

Classification

USCS= SP AASHTO=

Remarks

CADD CODE = CH10D965

* (no specification provided)

Location: USACE Sample # BI-CI-32-10B
Sample Number: TE Lab ID: 4660.17

Depth: 5.0 - 8.3 (ft.)

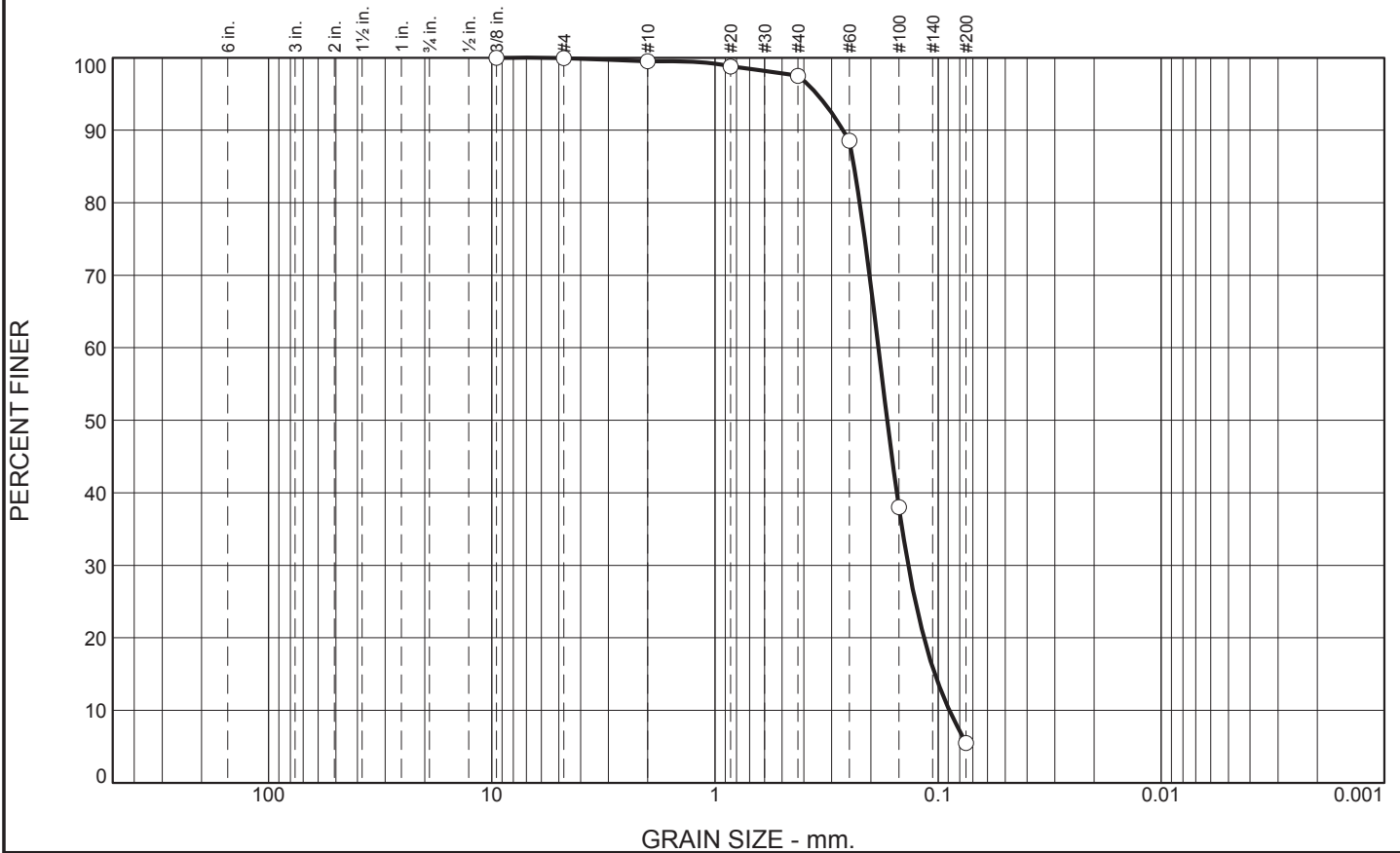
Date: 9/1/10

<h2 style="margin: 0;">Thompson Engineering</h2> <p style="margin: 0;">Mobile, Alabama</p>	<p>Client: US Army Corps of Engineers</p> <p>Project: Contract No. W91278-10-D-0026 - Task 03 Mississippi Barrier Island Restoration Project</p> <p>Project No: 10-2123-0009 Report No.</p>
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Tested By: G.Fancher

Checked By: R.Byrd

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.5	2.0	92.0	5.5	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	100.0		
#10	99.5		
#20	98.8		
#40	97.5		
#60	88.6		
#100	38.0		
#200	5.5		

Material Description

SAND, (SP-SM), fine grained

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.2665 D₈₅= 0.2380 D₆₀= 0.1852
D₅₀= 0.1690 D₃₀= 0.1360 D₁₅= 0.1034
D₁₀= 0.0890 C_u= 2.08 C_c= 1.12

Classification

USCS= SP-SM AASHTO=

Remarks

CADD CODE = CH10D965

* (no specification provided)

Location: USACE Sample # BI-CI-32-10C
Sample Number: TE Lab ID: 4660.18

Depth: 8.3 - 9.5 (ft.)

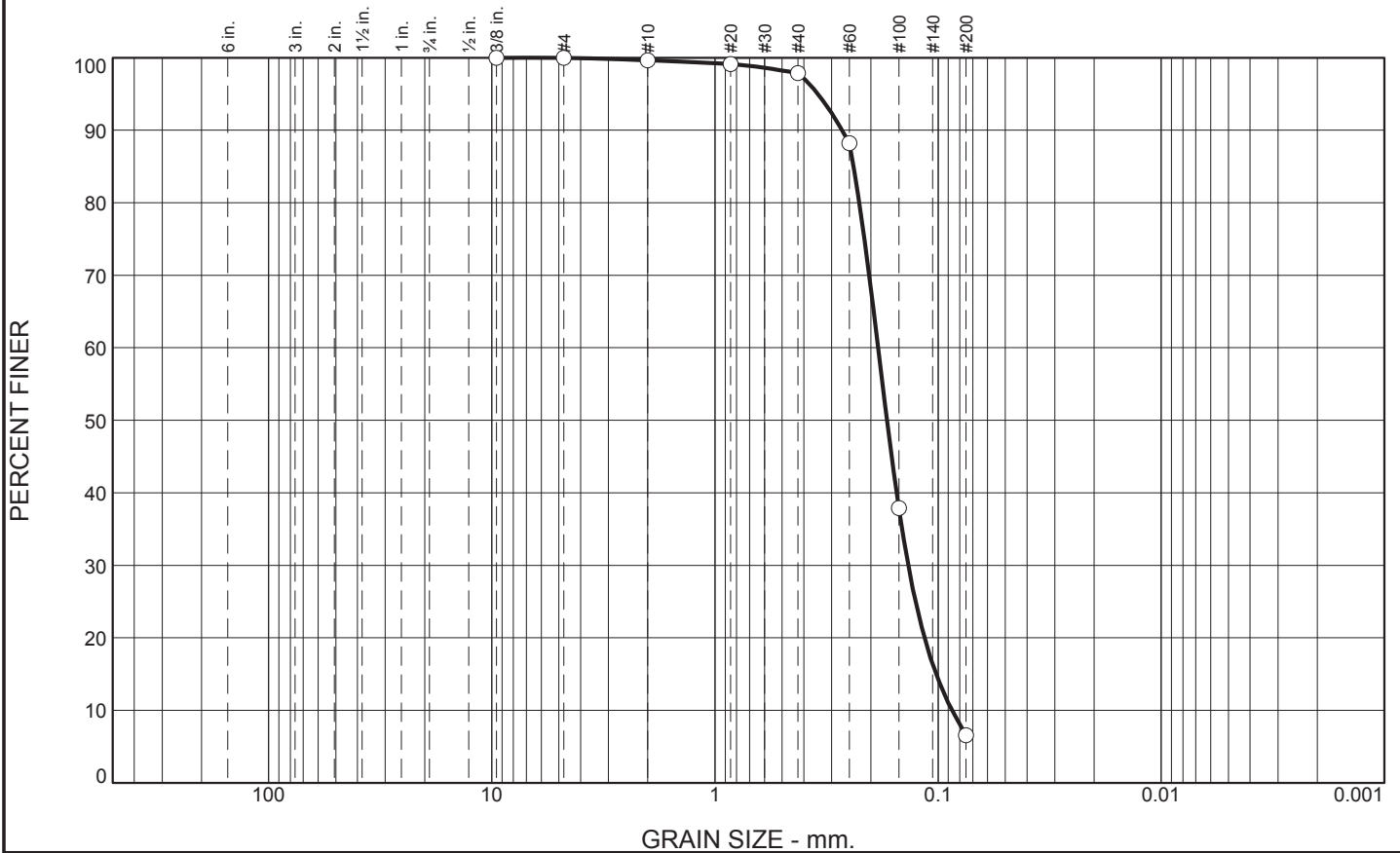
Date: 9/1/10

<h2 style="margin: 0;">Thompson Engineering</h2> <p style="margin: 0;">Mobile, Alabama</p>	<p>Client: US Army Corps of Engineers</p> <p>Project: Contract No. W91278-10-D-0026 - Task 03 Mississippi Barrier Island Restoration Project</p> <p>Project No: 10-2123-0009 Report No.</p>
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Tested By: G.Fancher

Checked By: R.Byrd

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.4	1.7	91.3	6.6	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	100.0		
#10	99.6		
#20	99.1		
#40	97.9		
#60	88.2		
#100	37.9		
#200	6.6		

Material Description

SAND, (SP-SM), fine grained

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.2693 D₈₅= 0.2392 D₆₀= 0.1858
D₅₀= 0.1695 D₃₀= 0.1361 D₁₅= 0.1022
D₁₀= 0.0866 C_u= 2.15 C_c= 1.15

Classification

USCS= SP-SM AASHTO=

Remarks

CADD CODE = CH10D965

* (no specification provided)

Location: USACE Sample # BI-CI-32-10D
Sample Number: TE Lab ID: 4660.19

Depth: 9.5 - 12.2 (ft.)

Date: 9/1/10

<h2 style="margin: 0;">Thompson Engineering</h2> <p style="margin: 0;">Mobile, Alabama</p>	<p>Client: US Army Corps of Engineers</p> <p>Project: Contract No. W91278-10-D-0026 - Task 03 Mississippi Barrier Island Restoration Project</p> <p>Project No: 10-2123-0009 Report No.</p>
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Tested By: G.Fancher

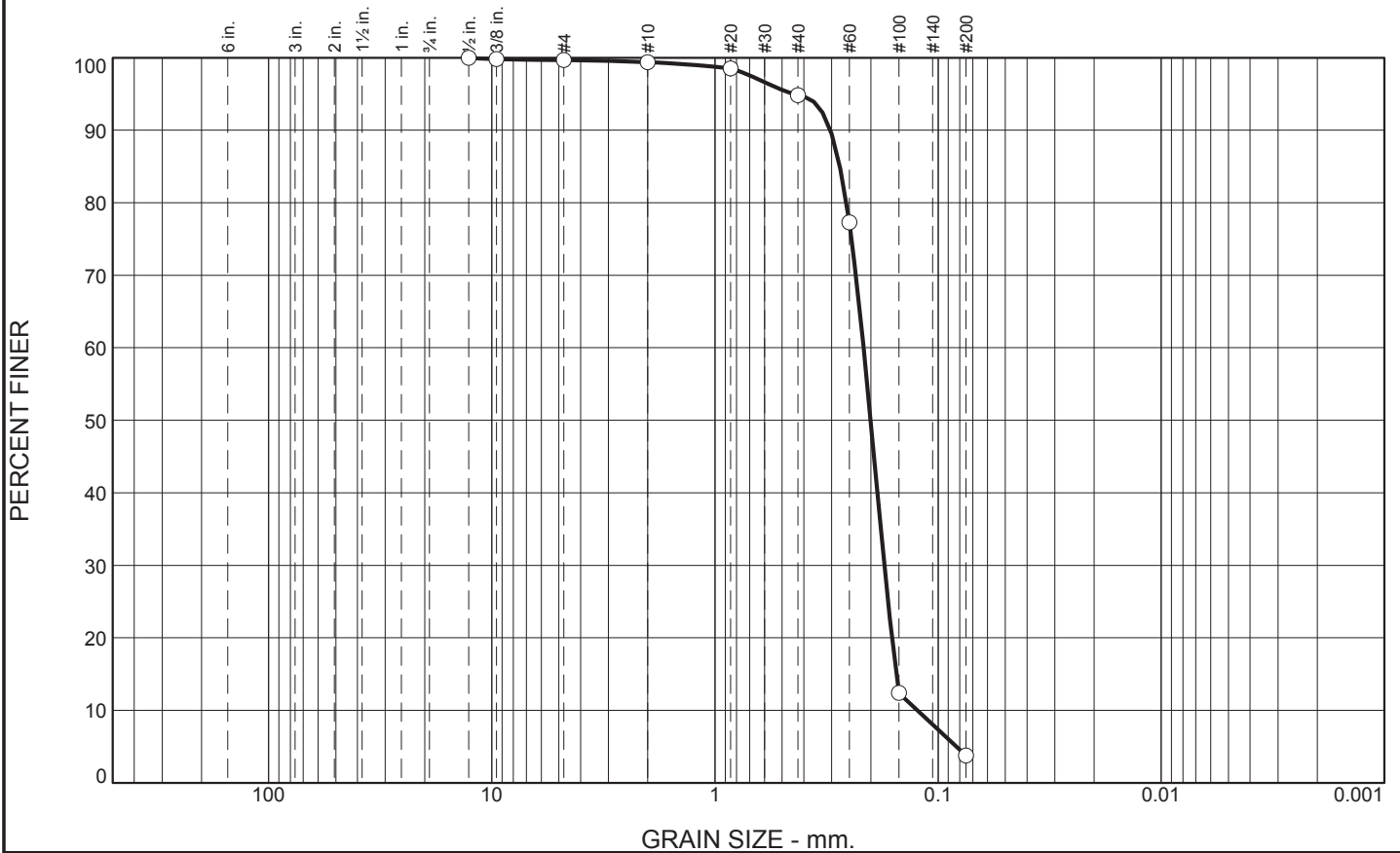
Checked By: R.Byrd

Boring Designation BI-CI-33-10

DRILLING LOG		DIVISION South Atlantic	INSTALLATION Mobile District	SHEET 1 OF 1 SHEETS
1. PROJECT Barrier Islands and Restoration Catalinas		9. SIZE AND TYPE OF BIT N/A		
2. BORING DESIGNATION BI-CI-33-10		10. COORDINATE SYSTEM/DATUM State Plane, MSE (U.S. Ft.)		HORIZONTAL NAD83
3. DRILLING AGENCY Corps of Engineers CESAM		11. MANUFACTURER'S DESIGNATION OF DRILL Vibracore		<input type="checkbox"/> AUTO HAMMER <input type="checkbox"/> MANUAL HAMMER
4. NAME OF DRILLER Constructors Solutions International, Inc.		12. TOTAL SAMPLES		DISTURBED 3
5. DIRECTION OF BORING <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED		13. TOTAL NUMBER CORE BOXES		UNDISTURBED (UD) 0
6. THICKNESS OF OVERBURDEN N/A		14. WATER DEPTH 14.5 Ft.		
7. DEPTH DRILLED INTO ROCK N/A		15. DATE BORING		STARTED 08 21 10
8. TOTAL DEPTH OF BORING 11.9 Ft.		16. ELEVATION TOP OF BORING 13.6 Ft.		COMPLETED 08 21 10
		17. TOTAL RECOVERY FOR BORING 100%		
		18. SIGNATURE AND TITLE OF INSPECTOR Mark Green, Geotechnical Engineer		

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	SAMPLE	LABORATORY RESULTS
13.6	0.0				
		•••••	SAND, poorly graded, mostly fine grained sand sized quartz, trace shell fragments, t. gray (SP)	A	Classification: SP Color: 2.5Y 6/1 gray D50: 0.2008 mm % Fines: 3.8
		•••••		B	Classification: SP Color: 2.5Y 6/1 gray D50: 0.1903 mm % Fines: 3.6
22.4	8.8	•••••		C	Classification: SP Color: 2.5Y 6/1 gray D50: 0.181 mm % Fines: 4.6
		//	CLAY, fat, some fine grained sand sized quartz, trace shell fragments, greenish gray green (CH)	NS	
25.5	11.9	//			
			NOTES: 1. Soils are field visually classified in accordance with the Unified Soils Classification System. 2. NS = Sample not submitted for laboratory analysis from this interval. 3. Seafloor elevation calculated using sampling vessel's fathometer water depth reading and applying NOAA tidal gauge data conversion factor.		

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.3	0.3	4.6	91.0	3.8	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.500	100.0		
.375	99.8		
#4	99.7		
#10	99.4		
#20	98.5		
#40	94.8		
#60	77.3		
#100	12.4		
#200	3.8		

Material Description

SAND, (SP), fine grained

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.3039 D₈₅= 0.2755 D₆₀= 0.2158
D₅₀= 0.2008 D₃₀= 0.1741 D₁₅= 0.1539
D₁₀= 0.1238 C_u= 1.74 C_c= 1.13

Classification

USCS= SP AASHTO=

Remarks

CADD CODE = CH10D965

* (no specification provided)

Location: USACE Sample # BI-CI-33-10A
Sample Number: TE Lab ID: 4660.01

Depth: 0.0 - 4.0 (ft.)

Date: 9/1/10

Thompson Engineering

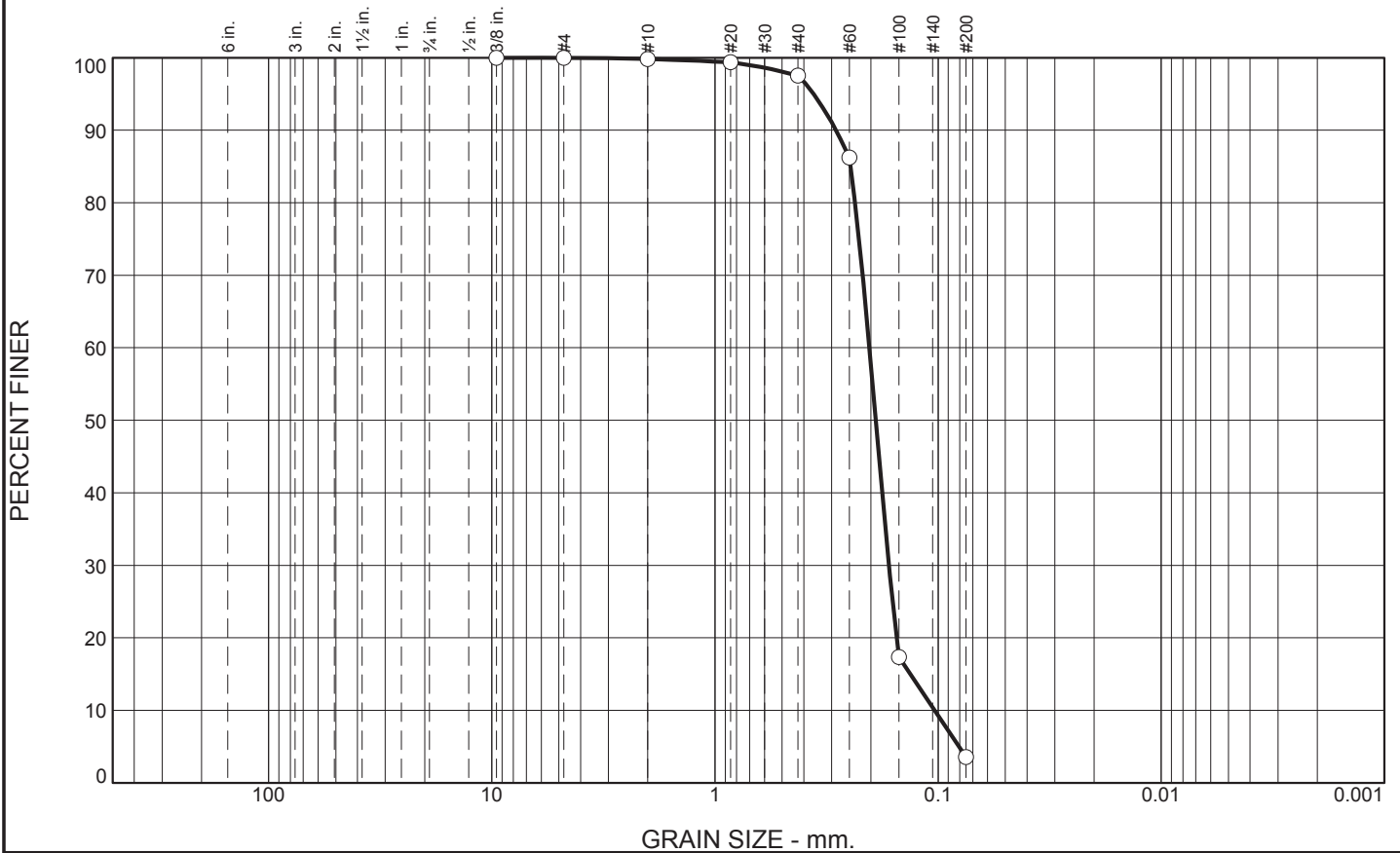
Mobile, Alabama

Client: US Army Corps of Engineers
Project: Contract No. W91278-10-D-0026 - Task 03
Mississippi Barrier Island Restoration Project
Project No.: 10-2123-0009 **Report No.**

Tested By: G.Fancher

Checked By: R.Byrd

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.2	2.3	93.9	3.6	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	100.0		
#10	99.8		
#20	99.4		
#40	97.5		
#60	86.2		
#100	17.3		
#200	3.6		

Material Description

SAND, (SP), fine grained

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.2869 D₈₅= 0.2468 D₆₀= 0.2033
D₅₀= 0.1903 D₃₀= 0.1661 D₁₅= 0.1333
D₁₀= 0.1037 C_u= 1.96 C_c= 1.31

Classification

USCS= SP AASHTO=

Remarks

CADD CODE = CH10D965

* (no specification provided)

Location: USACE Sample # BI-CI-33-10B
Sample Number: TE Lab ID: 4660.02

Depth: 4.0 - 8.0 (ft.)

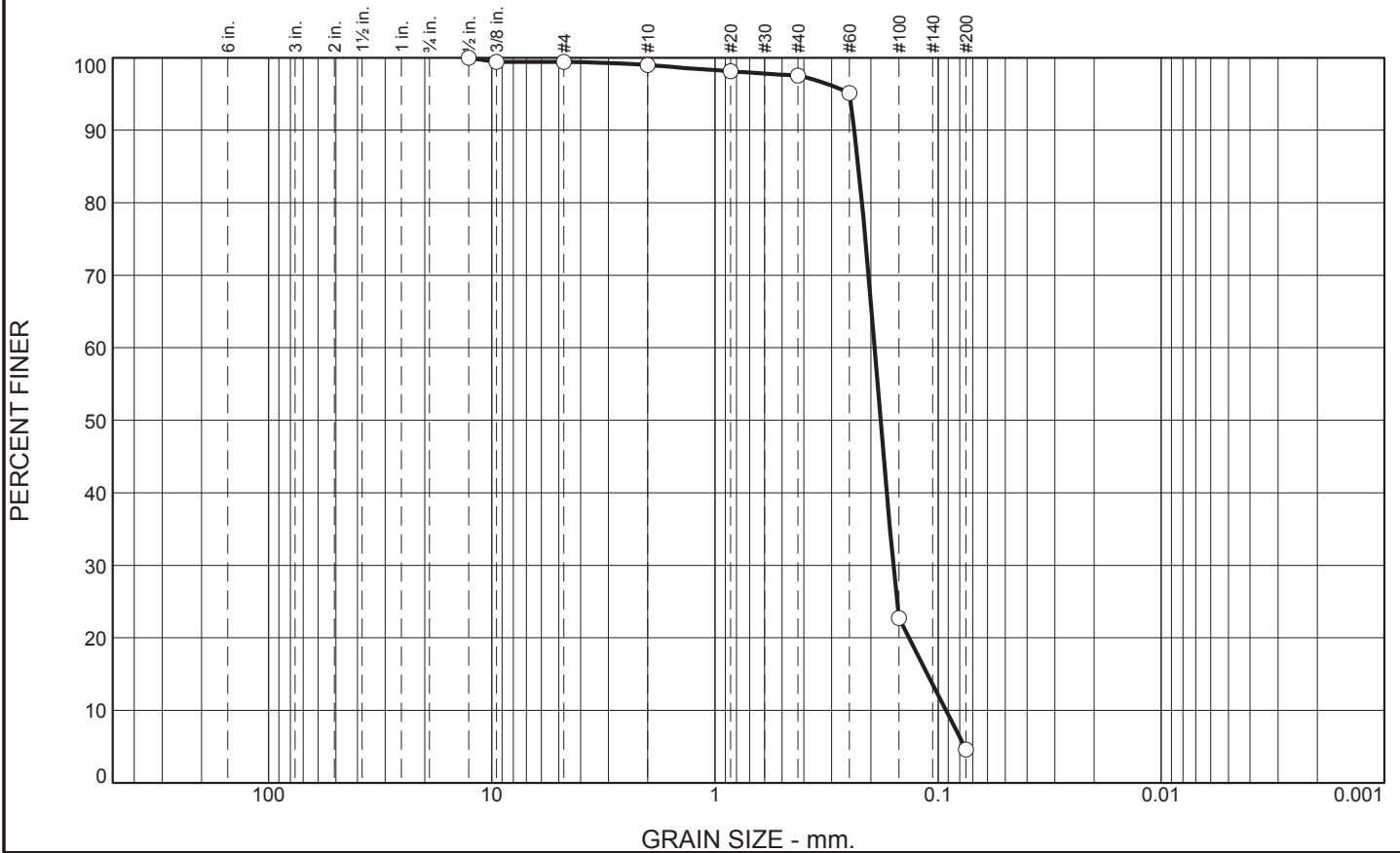
Date: 9/1/10

<h2 style="margin: 0;">Thompson Engineering</h2> <p style="margin: 0;">Mobile, Alabama</p>	<p>Client: US Army Corps of Engineers</p> <p>Project: Contract No. W91278-10-D-0026 - Task 03 Mississippi Barrier Island Restoration Project</p> <p>Project No: 10-2123-0009 Report No.</p>
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Tested By: G.Fancher

Checked By: R.Byrd

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.6	0.4	1.5	92.9	4.6	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.500	100.0		
.375	99.4		
#4	99.4		
#10	99.0		
#20	98.1		
#40	97.5		
#60	95.1		
#100	22.7		
#200	4.6		

Material Description

SAND, (SP), fine grained

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.2374 D₈₅= 0.2277 D₆₀= 0.1925
D₅₀= 0.1810 D₃₀= 0.1587 D₁₅= 0.1116
D₁₀= 0.0922 C_u= 2.09 C_c= 1.42

Classification

USCS= SP AASHTO=

Remarks

CADD CODE = CH10D965

* (no specification provided)

Location: USACE Sample # BI-CI-33-10C
Sample Number: TE Lab ID: 4660.03

Depth: 8.0 - 8.8 (ft.)

Date: 9/1/10

<p>Thompson Engineering</p> <p>Mobile, Alabama</p>	<p>Client: US Army Corps of Engineers Project: Contract No. W91278-10-D-0026 - Task 03 Mississippi Barrier Island Restoration Project Project No: 10-2123-0009 Report No.</p>
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Tested By: G.Fancher

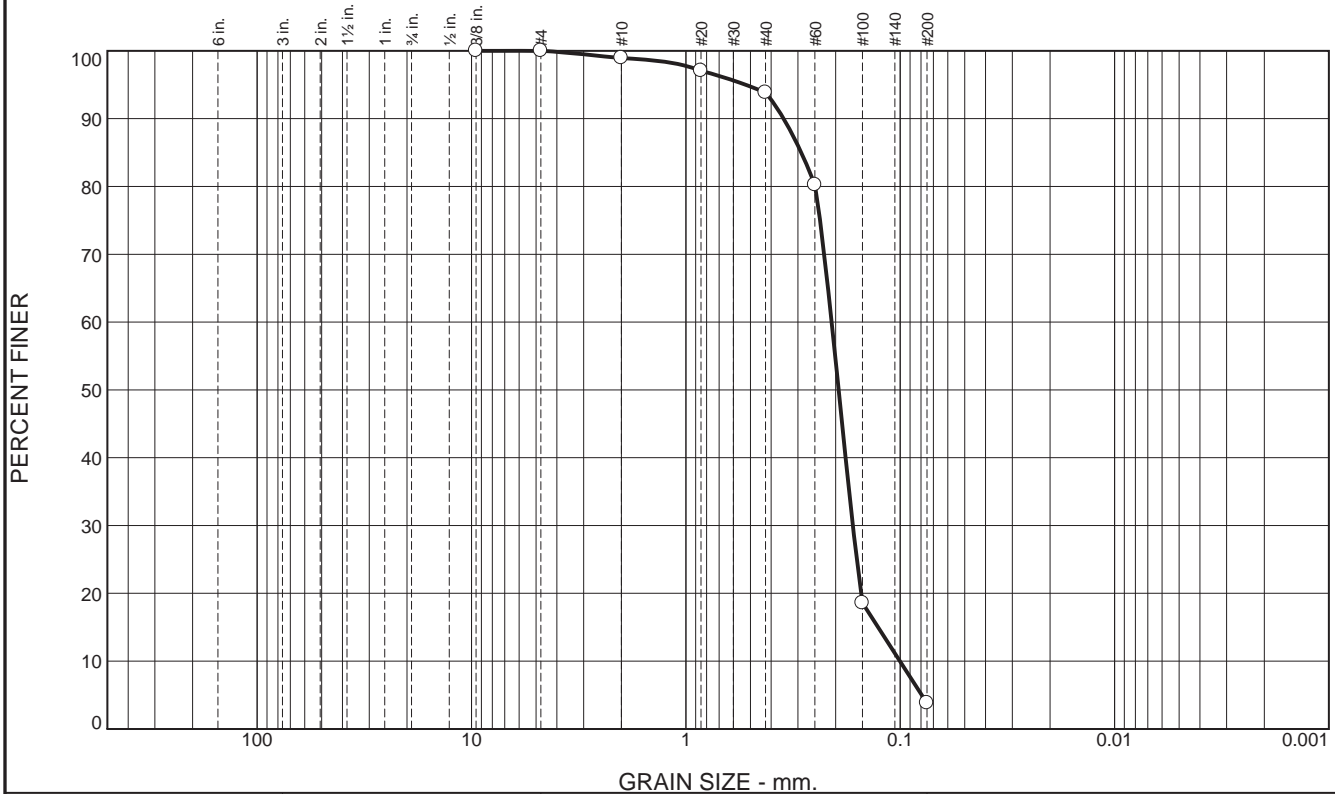
Checked By: R.Byrd

Boring Designation BI-CI-35-11

DRILLING LOG		DIVISION South Atlantic	INSTALLATION Mobile District	SHEET 1 OF 1 SHEETS
1. PROJECT Barrier Islands and Restoration Catal Islands		9. SIZE AND TYPE OF BIT N/A		
2. BORING DESIGNATION BI-CI-35-11		10. COORDINATE SYSTEM/DATUM State Plane, MSE (U.S. Ft.)		HORIZONTAL NAD83
3. DRILLING AGENCY Corps of Engineers CESAM		11. MANUFACTURER'S DESIGNATION OF DRILL V-bracore		<input type="checkbox"/> AUTO HAMMER <input type="checkbox"/> MANUAL HAMMER
4. NAME OF DRILLER Constructors Solutions International, Inc.		12. TOTAL SAMPLES		DISTURBED 2
5. DIRECTION OF BORING <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED		13. TOTAL NUMBER CORE BOXES		UNDISTURBED (UD) 0
6. THICKNESS OF OVERBURDEN N/A		14. WATER DEPTH 17.2 Ft.		
7. DEPTH DRILLED INTO ROCK N/A		15. DATE BORING		STARTED 06 27 11
8. TOTAL DEPTH OF BORING 15.0 Ft.		16. ELEVATION TOP OF BORING 16.3 Ft.		COMPLETED 06 27 11
		17. TOTAL RECOVERY FOR BORING 100%		
		18. SIGNATURE AND TITLE OF INSPECTOR Michelle Johnson, Geologist		

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	SAMPLE	LABORATORY RESULTS
16.3	0.0				
		•••••	SAND, poorly graded, mostly medium graded sand sized quartz, trace shell fragments, gray (SP)	A	Classification: SP Color: 5Y 6/1 gray D50: 0.1936 mm % Fines: 3.8
21.1	4.8	•••••	SAND, poorly graded, mostly medium graded sand sized quartz, trace organic matter, gray (SP)	B	Classification: SP Color: 2.5Y 5/2 gray sh brown D50: 0.1943 mm % Fines: 2.8
24.8	8.5	•••••			
		↑↑↑↑↑	SAND, silt, trace fine graded shell fragments, trace shell fragments, dark gray (SM)		
27.6	11.3	↑↑↑↑↑			
		▨▨▨▨▨	CLAY, lean, trace shell fragments, dark gray (CL)	NS	
31.3	15.0	▨▨▨▨▨			
<p>NOTES:</p> <p>1. Soils are field visually classified in accordance with the Unified Soils Classification System.</p> <p>2. NS = Sample not submitted for laboratory analysis from this interval.</p> <p>3. Seafloor elevation determined from USACE hydrographic survey completed 2010.</p>					

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	1.0	5.1	90.1	3.8	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	100.0		
#10	99.0		
#20	97.0		
#40	93.9		
#60	80.2		
#100	18.6		
#200	3.8		

Material Description

SAND (SP), fine grained

PL=	Atterberg Limits	PI=
	LL=	

	Coefficients	
D ₉₀ = 0.3501	D ₈₅ = 0.2897	D ₆₀ = 0.2087
D ₅₀ = 0.1936	D ₃₀ = 0.1663	D ₁₅ = 0.1269
D ₁₀ = 0.1003	C _u = 2.08	C _c = 1.32

USCS= SP	Classification
	AASHTO=

Remarks

* (no specification provided)

Location: USACE Sample # BI-CI-35A-11
Sample Number: TE Lab ID: 5054.81

Depth: 0.0 - 4.0 (ft)

Date: 7/18/11

Thompson Engineering

Mobile, Alabama

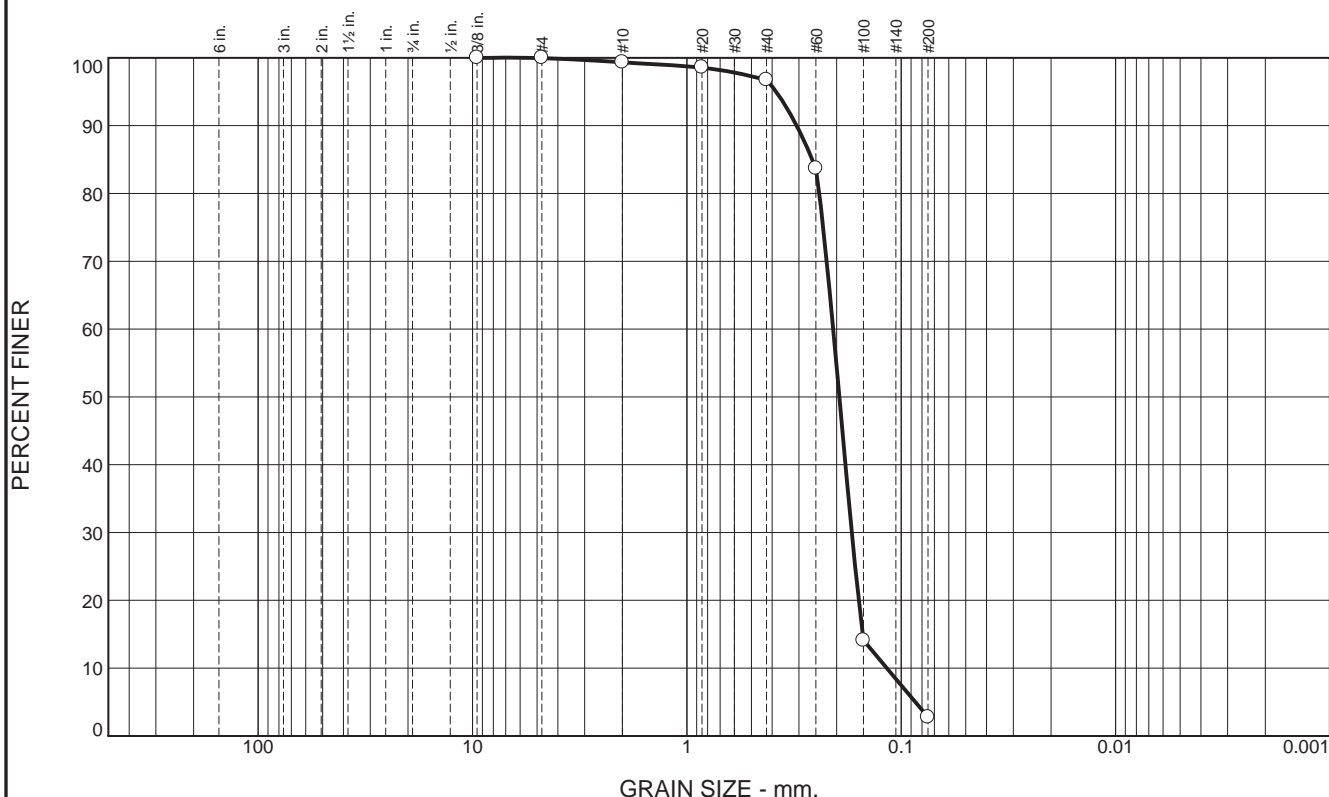
Client: US Army Corps of Engineers

Project: Contract No. W91278-10-D-0026 - Task 009
 Mississippi Barrier Island Restoration Project

Project No: 11-2116-0057

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.7	2.6	93.9	2.8	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	100.0		
#10	99.3		
#20	98.6		
#40	96.7		
#60	83.7		
#100	14.1		
#200	2.8		

Material Description

SAND (SP), fine grained

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.3077 D₈₅= 0.2600 D₆₀= 0.2075
D₅₀= 0.1943 D₃₀= 0.1701 D₁₅= 0.1513
D₁₀= 0.1167 C_u= 1.78 C_c= 1.19

Classification

USCS= SP AASHTO=

Remarks

* (no specification provided)

Location: USACE Sample # BI-CI-35B-11 Depth: 4.0 - 8.5 (ft) Date: 7/18/11
Sample Number: TE Lab ID: 5054.82

Thompson Engineering Mobile, Alabama	Client: US Army Corps of Engineers Project: Contract No. W91278-10-D-0026 - Task 009 Mississippi Barrier Island Restoration Project Project No: 11-2116-0057 Figure
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Boring Designation BI-CI-36-11

DRILLING LOG		DIVISION South Atlantic	INSTALLATION Mobile District	SHEET 1 OF 1 SHEETS
1. PROJECT Barrier Islands and Restoration Caissons		9. SIZE AND TYPE OF BIT N/A		
2. BORING DESIGNATION BI-CI-36-11		10. COORDINATE SYSTEM/DATUM State Plane, MSE (U.S. Ft.)		HORIZONTAL NAD83
3. DRILLING AGENCY Corps of Engineers CESAM		11. MANUFACTURER'S DESIGNATION OF DRILL Vibracore		<input type="checkbox"/> AUTO HAMMER <input type="checkbox"/> MANUAL HAMMER
4. NAME OF DRILLER Constructors International, Inc.		12. TOTAL SAMPLES		DISTURBED 3
5. DIRECTION OF BORING <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED		13. TOTAL NUMBER CORE BOXES		UNDISTURBED (UD) 0
6. THICKNESS OF OVERBURDEN N/A		14. WATER DEPTH 15.5 Ft.		
7. DEPTH DRILLED INTO ROCK N/A		15. DATE BORING		STARTED 06 24 11
8. TOTAL DEPTH OF BORING 13.8 Ft.		16. ELEVATION TOP OF BORING 15.7 Ft.		COMPLETED 06 24 11
		17. TOTAL RECOVERY FOR BORING 100%		
		18. SIGNATURE AND TITLE OF INSPECTOR Rhonda Capes, Geologist		

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	SAMPLE	LABORATORY RESULTS
15.7	0.0				
		•••••	SAND, poorly graded, mostly fine grained sand sized quartz, trace shell fragments, t. gray (SP)	A	Classification: SP Color: 5Y 5/2 olive gray D50: 0.1949 mm % Finnes: 4
		•••••		B	Classification: SP Color: 5Y 5/2 olive gray D50: 0.1764 mm % Finnes: 3.4
		•••••		C	Classification: SP SM Color: 5Y 5/2 olive gray D50: 0.1619 mm % Finnes: 8.2
28.0	12.3				
29.5	13.8		SAND, s.t., mostly fine grained sand sized quartz, some s.t., trace clay, dark gray (SM)	NS	
			NOTES: 1. Soils are field visually classified in accordance with the Unified Soil Classification System. 2. NS = Sample not submitted for laboratory analysis from this interval. 3. Seafloor elevation determined from USACE hydrographic survey completed 2010.		

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.4	8.7	86.9	4.0	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	100.0		
#10	99.6		
#20	97.6		
#40	90.9		
#60	75.7		
#100	21.8		
#200	4.0		

Material Description

SAND (SP), fine grained

PL=	Atterberg Limits	PI=
	LL=	

D ₉₀ = 0.3730	Coefficients	D ₆₀ = 0.2126
D ₅₀ = 0.1949	D ₈₅ = 0.2940	D ₁₅ = 0.1150
D ₁₀ = 0.0947	D ₃₀ = 0.1634	C _c = 1.33
	C _u = 2.24	

USCS= SP **Classification** AASHTO=

Remarks

* (no specification provided)

Location: USACE Sample # BI-CI-36A-11
Sample Number: TE Lab ID: 5054.56

Depth: 0.0 - 5.0 (ft)

Date: 7/18/11

Thompson Engineering

Mobile, Alabama

Client: US Army Corps of Engineers
Project: Contract No. W91278-10-D-0026 - Task 009
 Mississippi Barrier Island Restoration Project

Project No: 11-2116-0057

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.3	3.1	93.2	3.4	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	100.0		
#10	99.7		
#20	98.8		
#40	96.6		
#60	88.6		
#100	31.5		
#200	3.4		

Material Description

SAND (SP), fine grained

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.2683 D₈₅= 0.2390 D₆₀= 0.1910
D₅₀= 0.1764 D₃₀= 0.1477 D₁₅= 0.1199
D₁₀= 0.1065 C_u= 1.79 C_c= 1.07

Classification

USCS= SP AASHTO=

Remarks

* (no specification provided)

Location: USACE Sample # BI-CI-36B-11
Sample Number: TE Lab ID: 5054.57

Depth: 5.0 - 10.0 (ft)

Date: 7/18/11

Thompson Engineering

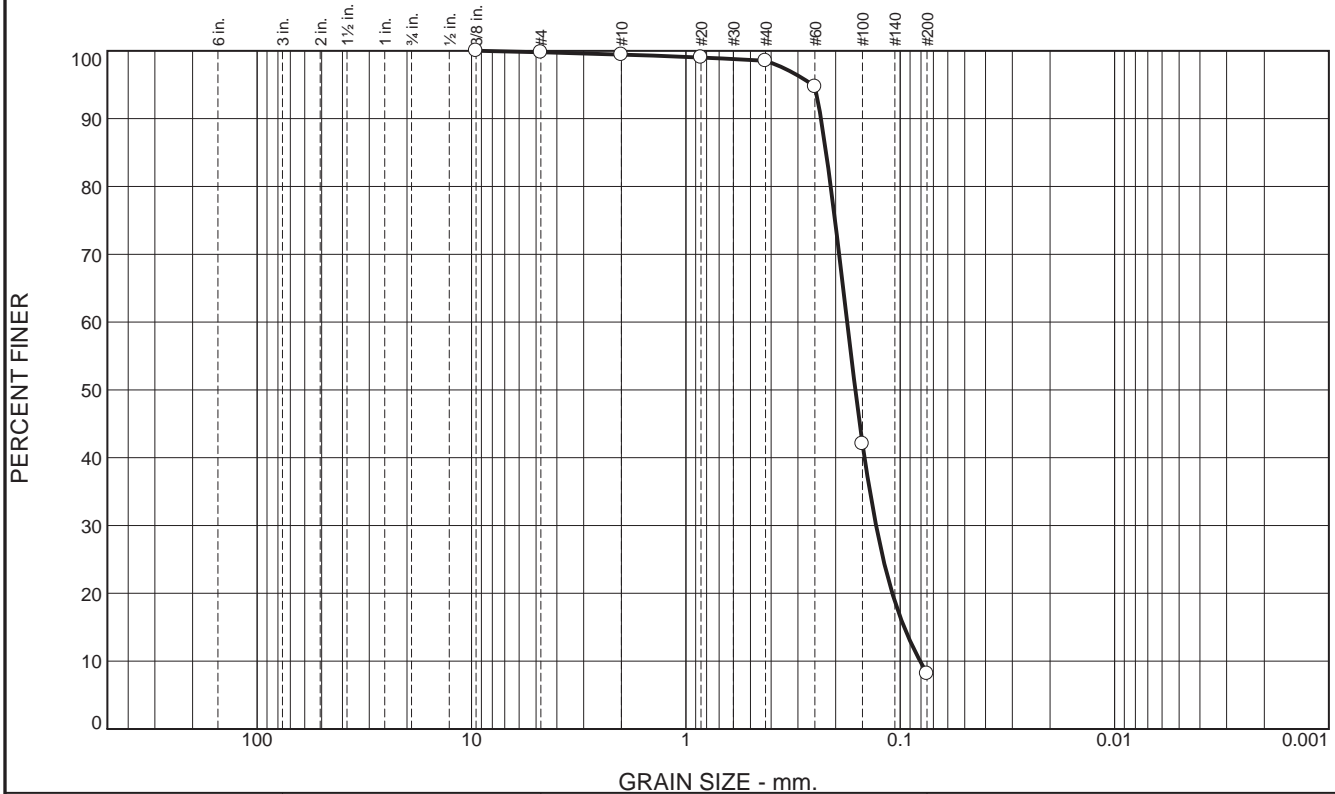
Mobile, Alabama

Client: US Army Corps of Engineers
Project: Contract No. W91278-10-D-0026 - Task 009
Mississippi Barrier Island Restoration Project

Project No: 11-2116-0057

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.2	0.4	0.9	90.3	8.2	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	99.8		
#10	99.4		
#20	99.0		
#40	98.5		
#60	94.7		
#100	42.1		
#200	8.2		

Material Description
Slightly silty SAND (SP-SM), fine grained

Atterberg Limits
 PL= LL= PI=

Coefficients
 D₉₀= 0.2343 D₈₅= 0.2215 D₆₀= 0.1768
 D₅₀= 0.1619 D₃₀= 0.1297 D₁₅= 0.0958
 D₁₀= 0.0807 C_u= 2.19 C_c= 1.18

Classification
 USCS= SP-SM AASHTO=

Remarks

* (no specification provided)

Location: USACE Sample # BI-CI-36C-11
Sample Number: TE Lab ID: 5054.58

Depth: 10.0 - 12.3 (ft)

Date: 7/18/11

Thompson Engineering

Mobile, Alabama

Client: US Army Corps of Engineers
Project: Contract No. W91278-10-D-0026 - Task 009
 Mississippi Barrier Island Restoration Project

Project No: 11-2116-0057

Figure

Boring Designation BI-CI-37-11

DRILLING LOG		DIVISION South Atlantic	INSTALLATION Mobile District	SHEET 1 OF 1 SHEETS
1. PROJECT Barrier Islands and Restoration Caissons		9. SIZE AND TYPE OF BIT N/A		
2. BORING DESIGNATION BI-CI-37-11		10. COORDINATE SYSTEM/DATUM State Plane, MSE (U.S. Ft.)		HORIZONTAL NAD83
3. DRILLING AGENCY Corps of Engineers CESAM		11. MANUFACTURER'S DESIGNATION OF DRILL Vibracore		<input type="checkbox"/> AUTO HAMMER <input type="checkbox"/> MANUAL HAMMER
4. NAME OF DRILLER Constructors Solutions International, Inc.		12. TOTAL SAMPLES		DISTURBED 2
5. DIRECTION OF BORING <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED		13. TOTAL NUMBER CORE BOXES		UNDISTURBED (UD) 0
6. THICKNESS OF OVERBURDEN N/A		14. WATER DEPTH 15 Ft.		
7. DEPTH DRILLED INTO ROCK N/A		15. DATE BORING		STARTED 06/24/11
8. TOTAL DEPTH OF BORING 11.3 Ft.		16. ELEVATION TOP OF BORING 15.0 Ft.		COMPLETED 06/24/11
		17. TOTAL RECOVERY FOR BORING 100%		
		18. SIGNATURE AND TITLE OF INSPECTOR Rhonda Capes, Geologist		

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	SAMPLE	LABORATORY RESULTS
15.0	0.0				
16.6	1.6	↑↑↑↑	SAND, silty, mostly fine grained sand sized quartz, trace silt, trace shell fragments, gray (SM)		
		●●●●	SAND, poorly graded, mostly fine grained sand sized quartz, gray (SP)	A	Classification: SP Color: 5Y 4/2 olive gray D50: 0.2229 mm % Fines: 4.2
		●●●●	At E. 23.5 Ft., thin layer of clay	B	Classification: SP Color: 5Y 5/2 olive gray D50: 0.2549 mm % Fines: 3.4
26.3	11.3			NS	
<p>NOTES:</p> <p>1. Soils are field visually classified in accordance with the Unified Soils Classification System.</p> <p>2. NS = Sample not submitted for laboratory analysis from this interval.</p> <p>3. Seafloor elevation determined from USACE hydrographic survey completed 2010.</p>					

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.3	9.3	86.2	4.2	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	100.0		
#10	99.7		
#20	98.7		
#40	90.4		
#60	61.6		
#100	9.9		
#200	4.2		

Material Description

SAND (SP), fine grained

PL=	Atterberg Limits	PI=
	LL=	
	Coefficients	
D ₉₀ = 0.4182	D ₈₅ = 0.3606	D ₆₀ = 0.2457
D ₅₀ = 0.2229	D ₃₀ = 0.1861	D ₁₅ = 0.1600
D ₁₀ = 0.1502	C _u = 1.64	C _c = 0.94
	Classification	
USCS= SP	AASHTO=	
	Remarks	

* (no specification provided)

Location: USACE Sample # BI-CI-37A-11
Sample Number: TE Lab ID: 5054.59

Depth: 0.0 - 5.0 (ft)

Date: 7/18/11

Thompson Engineering

Mobile, Alabama

Client: US Army Corps of Engineers
Project: Contract No. W91278-10-D-0026 - Task 009
 Mississippi Barrier Island Restoration Project

Project No: 11-2116-0057

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	2.7	1.3	12.5	80.1	3.4	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.5	100.0		
.375	99.1		
#4	97.3		
#10	96.0		
#20	93.7		
#40	83.5		
#60	48.4		
#100	8.3		
#200	3.4		

Material Description

SAND (SP), medium to fine grained

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.5298 D₈₅= 0.4423 D₆₀= 0.2884
D₅₀= 0.2549 D₃₀= 0.2028 D₁₅= 0.1677
D₁₀= 0.1549 C_u= 1.86 C_c= 0.92

Classification

USCS= SP AASHTO=

Remarks

* (no specification provided)

Location: USACE Sample # BI-CI-37B-11
Sample Number: TE Lab ID: 5054.60

Depth: 5.0 - 10.0 (ft)

Date: 7/18/11

Thompson Engineering

Mobile, Alabama

Client: US Army Corps of Engineers
Project: Contract No. W91278-10-D-0026 - Task 009
Mississippi Barrier Island Restoration Project

Project No: 11-2116-0057

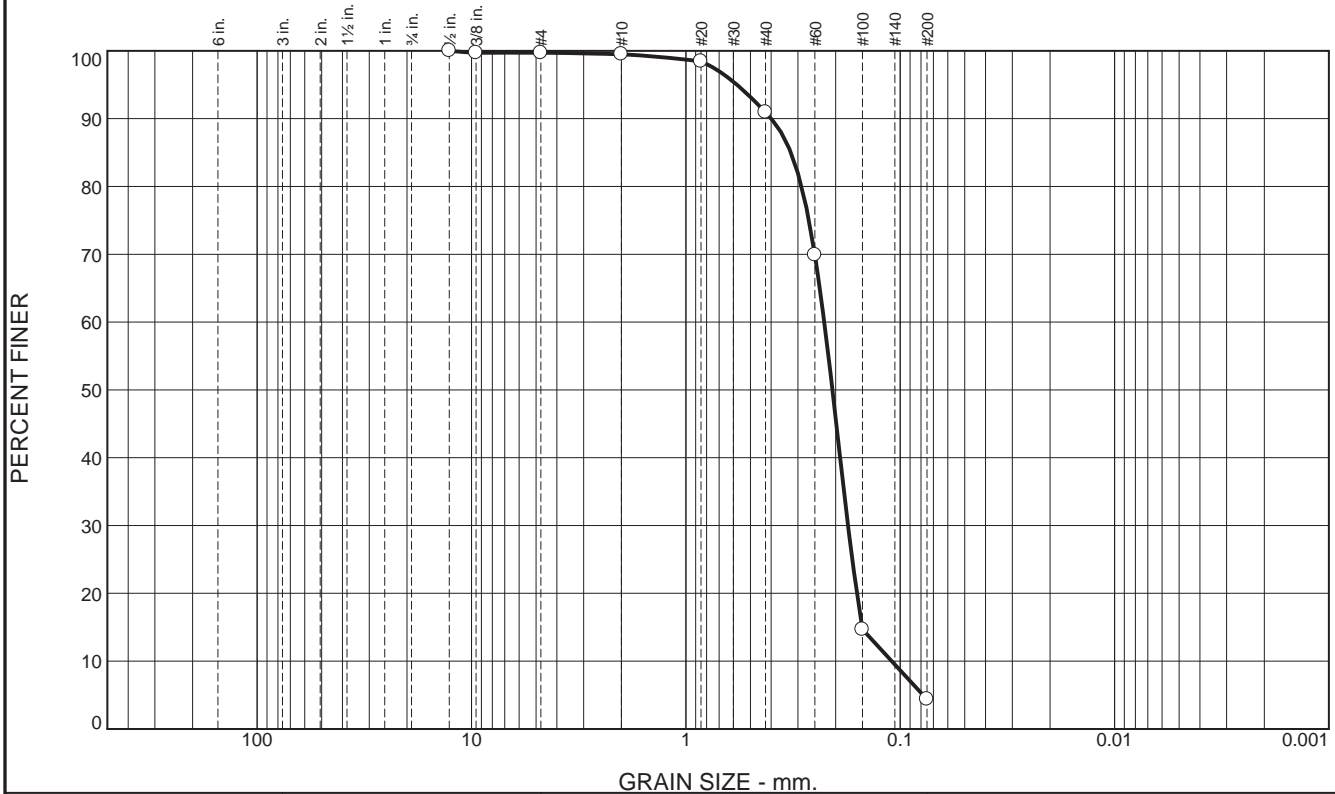
Figure

Boring Designation BI-CI-38-11

DRILLING LOG		DIVISION South Atlantic	INSTALLATION Mobile District	SHEET 1 OF 1 SHEETS
1. PROJECT Barrier Islands and Restoration Catalinas		9. SIZE AND TYPE OF BIT N/A		
2. BORING DESIGNATION BI-CI-38-11		10. COORDINATE SYSTEM/DATUM State Plane, MSE (U.S. Ft.)		HORIZONTAL NAD83
3. DRILLING AGENCY Corps of Engineers CESAM		11. MANUFACTURER'S DESIGNATION OF DRILL Vibracore		<input type="checkbox"/> AUTO HAMMER <input type="checkbox"/> MANUAL HAMMER
4. NAME OF DRILLER Constructors Solutions International, Inc.		12. TOTAL SAMPLES		DISTURBED 2
5. DIRECTION OF BORING <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED		13. TOTAL NUMBER CORE BOXES		UNDISTURBED (UD) 0
6. THICKNESS OF OVERBURDEN N/A		14. WATER DEPTH 14 Ft.		
7. DEPTH DRILLED INTO ROCK N/A		15. DATE BORING		STARTED 06/24/11
8. TOTAL DEPTH OF BORING 13.1 Ft.		16. ELEVATION TOP OF BORING 14.7 Ft.		COMPLETED 06/24/11
		17. TOTAL RECOVERY FOR BORING 100%		
		18. SIGNATURE AND TITLE OF INSPECTOR Rhonda Capes, Geologist		

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	SAMPLE	LABORATORY RESULTS
14.7	0.0				
			SAND, poorly graded, mostly fine grained sand sized quartz, t. gray (SP)	A	Classification: SP Color: 2.5Y 6/2 light brown sh gray D50: 0.2072 mm % Fines: 4.4
19.5	4.8		CLAY, lean, dark gray (CL)	NS	
20.3	5.6				
			SAND, poorly graded, mostly fine grained sand sized quartz, t. gray (SP)	B	Classification: SP Color: 5Y 4/1 dark gray D50: 0.1886 mm % Fines: 3.6
25.2	10.5		SAND, clayey, mostly fine grained sand sized quartz, some clay, dark gray (SC)	NS	
27.8	13.1				
<p>NOTES:</p> <p>1. Soils are field visually classified in accordance with the Unified Soil Classification System.</p> <p>2. NS = Sample not submitted for laboratory analysis from this interval.</p> <p>3. Seafloor elevation determined from USACE hydrographic survey completed 2010.</p>					

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.3	0.2	8.6	86.5	4.4	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.5	100.0		
.375	99.7		
#4	99.7		
#10	99.5		
#20	98.4		
#40	90.9		
#60	69.9		
#100	14.7		
#200	4.4		

Material Description

SAND (SP), fine grained

PL=	Atterberg Limits	PI=
	LL=	

D ₉₀ = 0.4000	Coefficients	D ₆₀ = 0.2262
D ₅₀ = 0.2072	D ₈₅ = 0.3237	D ₁₅ = 0.1506
D ₁₀ = 0.1095	D ₃₀ = 0.1750	C _c = 1.24
	C _u = 2.06	

USCS= SP **Classification** AASHTO=

Remarks

* (no specification provided)

Location: USACE Sample # BI-CI-38A-11
Sample Number: TE Lab ID: 5054.61

Depth: 0.0 - 4.8 (ft)

Date: 7/18/11

Thompson Engineering

Mobile, Alabama

Client: US Army Corps of Engineers
Project: Contract No. W91278-10-D-0026 - Task 009
 Mississippi Barrier Island Restoration Project

Project No: 11-2116-0057

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.1	0.7	95.6	3.6	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	100.0		
#10	99.8		
#20	99.8		
#40	99.2		
#60	90.1		
#100	16.4		
#200	3.6		

Material Description

SAND (SP), fine grained

PL=	Atterberg Limits	PI=
	LL=	

D ₉₀ = 0.2497	Coefficients	D ₆₀ = 0.2005
D ₅₀ = 0.1886	D ₈₅ = 0.2384	D ₁₅ = 0.1393
D ₁₀ = 0.1061	D ₃₀ = 0.1662	C _c = 1.30
	C _u = 1.89	

USCS= SP **Classification** AASHTO=

Remarks

* (no specification provided)

Location: USACE Sample # BI-CI-38B-11
Sample Number: TE Lab ID: 5054.62

Depth: 5.6 - 10.5 (ft)

Date: 7/18/11

Thompson Engineering

Mobile, Alabama

Client: US Army Corps of Engineers
Project: Contract No. W91278-10-D-0026 - Task 009
 Mississippi Barrier Island Restoration Project

Project No: 11-2116-0057

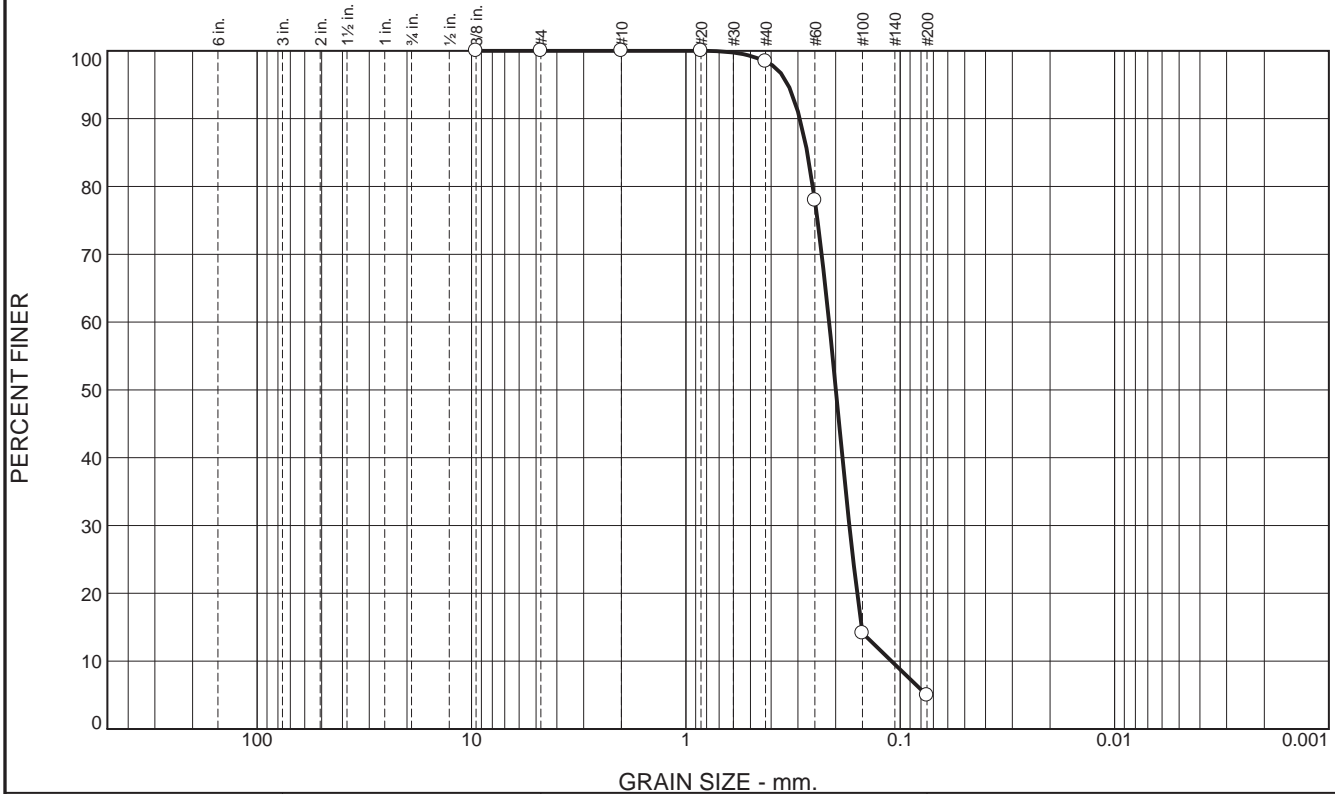
Figure

Boring Designation BI-CI-39-11

DRILLING LOG		DIVISION South Atlantic	INSTALLATION Mobile District	SHEET 1 OF 1 SHEETS
1. PROJECT Barrier Islands and Restoration Catalinas		9. SIZE AND TYPE OF BIT N/A		
2. BORING DESIGNATION BI-CI-39-11		10. COORDINATE SYSTEM/DATUM State Plane, MSE (U.S. Ft.)		HORIZONTAL NAD83
3. DRILLING AGENCY Corps of Engineers CESAM		11. MANUFACTURER'S DESIGNATION OF DRILL Vibracore		<input type="checkbox"/> AUTO HAMMER <input type="checkbox"/> MANUAL HAMMER
4. NAME OF DRILLER Constructors Solutions International, Inc.		12. TOTAL SAMPLES		DISTURBED 2
5. DIRECTION OF BORING <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED		13. TOTAL NUMBER CORE BOXES		UNDISTURBED (UD) 0
6. THICKNESS OF OVERBURDEN N/A		14. WATER DEPTH 15.2 Ft.		
7. DEPTH DRILLED INTO ROCK N/A		15. DATE BORING		
8. TOTAL DEPTH OF BORING 12.5 Ft.		16. ELEVATION TOP OF BORING 14.7 Ft.		
		17. TOTAL RECOVERY FOR BORING 100%		
		18. SIGNATURE AND TITLE OF INSPECTOR Rhonda Capes, Geologist		

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	SAMPLE	LABORATORY RESULTS
14.7	0.0				
15.7	1.0		SAND, silty, mostly fine grained sand sized quartz, t. gray (SM)	NS	
			SAND, poorly graded, mostly fine grained sand sized quartz, t. gray (SP)	A	Classification: SP SM Color: 5Y 4/2 olive gray D50: 0.1997 mm % Fines: 5
			At E. 22.5 Ft., mostly fine grained sand sized quartz, some shell fragments, t. gray	B	Classification: SP Color: 5Y 3/2 dark olive gray D50: 0.1802 mm % Fines: 4.3
25.2	10.5				
27.2	12.5		SAND, clayey, mostly fine grained sand sized quartz, some clay, dark gray (SC)	NS	
			NOTES: 1. Soils are field visually classified in accordance with the Unified Soils Classification System. 2. NS = Sample not submitted for laboratory analysis from this interval. 3. Seafloor elevation determined from USACE hydrographic survey completed 2010.		

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	1.6	93.4	5.0	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	100.0		
#10	100.0		
#20	100.0		
#40	98.4		
#60	78.0		
#100	14.1		
#200	5.0		

Material Description
Slightly silty SAND (SP-SM), fine grained

Atterberg Limits
 PL= LL= PI=

Coefficients
 D₉₀= 0.2940 D₈₅= 0.2714 D₆₀= 0.2148
 D₅₀= 0.1997 D₃₀= 0.1725 D₁₅= 0.1514
 D₁₀= 0.1098 C_u= 1.96 C_c= 1.26

Classification
 USCS= SP-SM AASHTO=

Remarks

* (no specification provided)

Location: USACE Sample # BI-CI-39A-11
Sample Number: TE Lab ID: 5054.72

Depth: 1.0 - 6.0 (ft)

Date: 7/18/11

Thompson Engineering

Mobile, Alabama

Client: US Army Corps of Engineers
Project: Contract No. W91278-10-D-0026 - Task 009
 Mississippi Barrier Island Restoration Project

Project No: 11-2116-0057

Figure

Boring Designation BI-CI-40-11

DRILLING LOG		DIVISION South Atlantic	INSTALLATION Mobile District	SHEET 1 OF 1 SHEETS
1. PROJECT Barrier Islands and Restoration Catalinas		9. SIZE AND TYPE OF BIT N/A		
2. BORING DESIGNATION BI-CI-40-11		10. COORDINATE SYSTEM/DATUM State Plane, MSE (U.S. Ft.)		HORIZONTAL NAD83
3. DRILLING AGENCY Corps of Engineers CESAM		11. MANUFACTURER'S DESIGNATION OF DRILL Vibracore		<input type="checkbox"/> AUTO HAMMER <input type="checkbox"/> MANUAL HAMMER
4. NAME OF DRILLER Constructors Solutions International, Inc.		12. TOTAL SAMPLES		DISTURBED 1
5. DIRECTION OF BORING <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED		13. TOTAL NUMBER CORE BOXES		UNDISTURBED (UD) 0
6. THICKNESS OF OVERBURDEN N/A		14. WATER DEPTH 15 Ft.		
7. DEPTH DRILLED INTO ROCK N/A		15. DATE BORING		STARTED 06 25 11
8. TOTAL DEPTH OF BORING 14.6 Ft.		16. ELEVATION TOP OF BORING 14.4 Ft.		COMPLETED 06 25 11
		17. TOTAL RECOVERY FOR BORING 100%		
		18. SIGNATURE AND TITLE OF INSPECTOR Rhonda Capes, Geologist		

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	SAMPLE	LABORATORY RESULTS
14.4	0.0				
16.1	1.7		SAND, silty, mostly fine grained sand sized quartz, tte s t, gray and brown (SM)	NS	
23.6	9.2		SAND, poorly graded, mostly fine grained sand sized quartz, t. gray (SP)	A	Classification: SP Color: 2.5Y 7/1 light gray D50: 0.2062 mm % Fines: 3.1
25.3	10.9		SAND, silty, mostly fine grained sand sized quartz, some s t, tte cay, gray (SM)	NS	
26.5	12.1		SAND, clayey, mostly fine grained sand sized quartz, some cay, dark gray (SC)		
29.0	14.6		SAND, silty, mostly fine grained sand sized quartz, some s t, gray (SM)		
<p>NOTES:</p> <p>1. Soils are field visually classified in accordance with the Unified Soil Classification System.</p> <p>2. NS = Sample not submitted for laboratory analysis from this interval.</p> <p>3. Seafloor elevation determined from USACE hydrographic survey completed 2010.</p>					

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	2.0	94.9	3.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	100.0		
#10	100.0		
#20	100.0		
#40	98.0		
#60	73.7		
#100	10.5		
#200	3.1		

Material Description

SAND (SP), fine grained

PL=	Atterberg Limits	PI=
	LL=	

D ₉₀ = 0.3123	Coefficients	D ₆₀ = 0.2223
D ₅₀ = 0.2062	D ₈₅ = 0.2860	D ₃₀ = 0.1780
D ₁₀ = 0.1431	D ₃₀ = 0.1780	D ₁₅ = 0.1570
	C _u = 1.55	C _c = 1.00

USCS= SP **Classification** AASHTO=

Remarks

* (no specification provided)

Location: USACE Sample # BI-CI-40A-11
Sample Number: TE Lab ID: 5054.74

Depth: 2.0 - 7.0 (ft)

Date: 7/18/11

Thompson Engineering

Mobile, Alabama






Client: US Army Corps of Engineers
Project: Contract No. W91278-10-D-0026 - Task 009
 Mississippi Barrier Island Restoration Project

Project No: 11-2116-0057

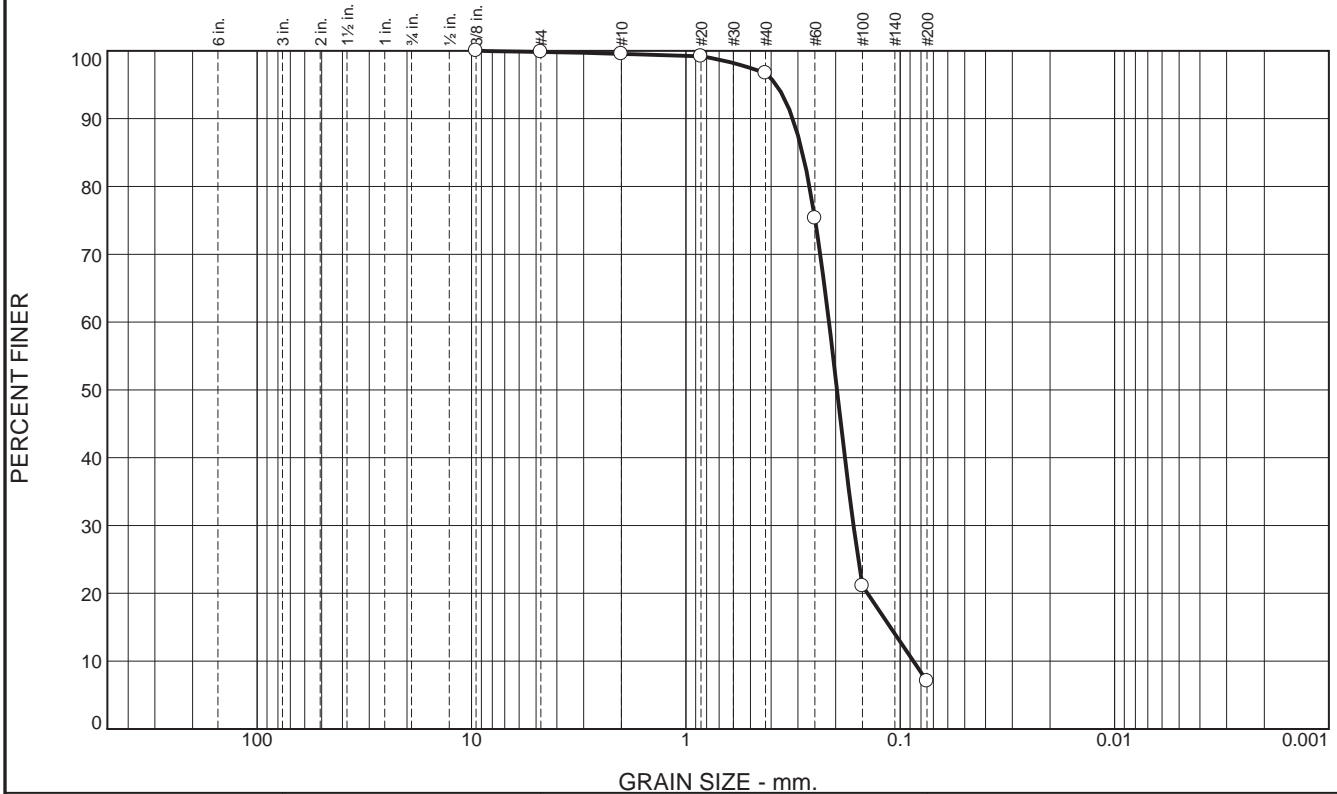
Figure

Boring Designation BI-CI-43-11

DRILLING LOG		DIVISION South Atlantic	INSTALLATION Mobile District	SHEET 1 OF 1 SHEETS
1. PROJECT Barrier Islands and Restoration Catalinas		9. SIZE AND TYPE OF BIT N/A		
2. BORING DESIGNATION BI-CI-43-11		10. COORDINATE SYSTEM/DATUM State Plane, MSE (U.S. Ft.)		HORIZONTAL NAD83
3. DRILLING AGENCY Corps of Engineers CESAM		11. MANUFACTURER'S DESIGNATION OF DRILL Vibracore		<input type="checkbox"/> AUTO HAMMER <input type="checkbox"/> MANUAL HAMMER
4. NAME OF DRILLER Constructors Solutions International, Inc.		12. TOTAL SAMPLES		DISTURBED 3
5. DIRECTION OF BORING <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED		13. TOTAL NUMBER CORE BOXES		UNDISTURBED (UD) 0
6. THICKNESS OF OVERBURDEN N/A		14. WATER DEPTH 13.5 Ft.		
7. DEPTH DRILLED INTO ROCK N/A		15. DATE BORING		STARTED 06 24 11
8. TOTAL DEPTH OF BORING 17.2 Ft.		16. ELEVATION TOP OF BORING 13.0 Ft.		COMPLETED 06 24 11
		17. TOTAL RECOVERY FOR BORING 100%		
		18. SIGNATURE AND TITLE OF INSPECTOR Rhonda Capes, Geologist		

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	SAMPLE	LABORATORY RESULTS
13.0	0.0				
			SAND, silty, mostly fine grained sand sized quartz, some silt, dark gray (SM)	A	Classification: SP SM Color: 5Y 3/2 dark olive gray D50: 0.1972 mm % Finnes: 7
17.5	4.5		SAND, poorly graded, mostly fine grained sand sized quartz, tan gray (SP)	B	Classification: SP Color: 5Y 5/1 gray D50: 0.2126 mm % Finnes: 2.2
26.9	13.9		SAND, poorly graded, mostly fine grained sand sized quartz, tan gray (SP)	C	Classification: SP Color: 5Y 5/1 gray D50: 0.19 mm % Finnes: 3.3
27.9	14.9		CLAY, lean, dark gray (CL)	NS	
			SAND, clayey, mostly fine grained sand sized quartz, some clay, dark gray (SC)		
30.2	17.2				
<p>NOTES:</p> <p>1. Soils are field visually classified in accordance with the Unified Soils Classification System.</p> <p>2. NS = Sample not submitted for laboratory analysis from this interval.</p> <p>3. Seafloor elevation calculated using sampling vessel's fathometer water depth reading and applying NOAA tidal gauge data conversion factor.</p>					

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.2	0.3	2.8	89.7	7.0	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	99.8		
#10	99.5		
#20	99.2		
#40	96.7		
#60	75.3		
#100	21.1		
#200	7.0		

Material Description

Slightly silty SAND (SP-SM), fine grained

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.3174 D₈₅= 0.2861 D₆₀= 0.2150
D₅₀= 0.1972 D₃₀= 0.1651 D₁₅= 0.1111
D₁₀= 0.0868 C_u= 2.48 C_c= 1.46

Classification

USCS= SP-SM AASHTO=

Remarks

* (no specification provided)

Location: USACE Sample # BI-CI-43A-11
Sample Number: TE Lab ID: 5054.66

Depth: 0.0 - 4.5 (ft)

Date: 7/18/11

Thompson Engineering

Mobile, Alabama

Client: US Army Corps of Engineers
Project: Contract No. W91278-10-D-0026 - Task 009
Mississippi Barrier Island Restoration Project
Project No: 11-2116-0057

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.2	0.6	5.3	91.7	2.2	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	99.8		
#10	99.2		
#20	98.4		
#40	93.9		
#60	69.3		
#100	7.3		
#200	2.2		

Material Description

SAND (SP), fine grained

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.3513 D₈₅= 0.3092 D₆₀= 0.2300
D₅₀= 0.2126 D₃₀= 0.1832 D₁₅= 0.1621
D₁₀= 0.1545 C_u= 1.49 C_c= 0.94

Classification

USCS= SP AASHTO=

Remarks

* (no specification provided)

Location: USACE Sample # BI-CI-43B-11
Sample Number: TE Lab ID: 5054.67

Depth: 4.5 - 9.5 (ft)

Date: 7/18/11

Thompson Engineering

Mobile, Alabama

Client: US Army Corps of Engineers
Project: Contract No. W91278-10-D-0026 - Task 009
Mississippi Barrier Island Restoration Project

Project No: 11-2116-0057

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.1	0.5	96.1	3.3	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	100.0		
#10	99.9		
#20	99.8		
#40	99.4		
#60	89.3		
#100	15.0		
#200	3.3		

Material Description

SAND (SP), fine grained

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.2567 D₈₅= 0.2403 D₆₀= 0.2019
D₅₀= 0.1900 D₃₀= 0.1677 D₁₅= 0.1501
D₁₀= 0.1117 C_u= 1.81 C_c= 1.25

Classification

USCS= SP AASHTO=

Remarks

* (no specification provided)

Location: USACE Sample # BI-CI-43C-11
Sample Number: TE Lab ID: 5054.68

Depth: 9.5 - 13.9 (ft)

Date: 7/18/11

Thompson Engineering

Mobile, Alabama

Client: US Army Corps of Engineers
Project: Contract No. W91278-10-D-0026 - Task 009
Mississippi Barrier Island Restoration Project

Project No: 11-2116-0057

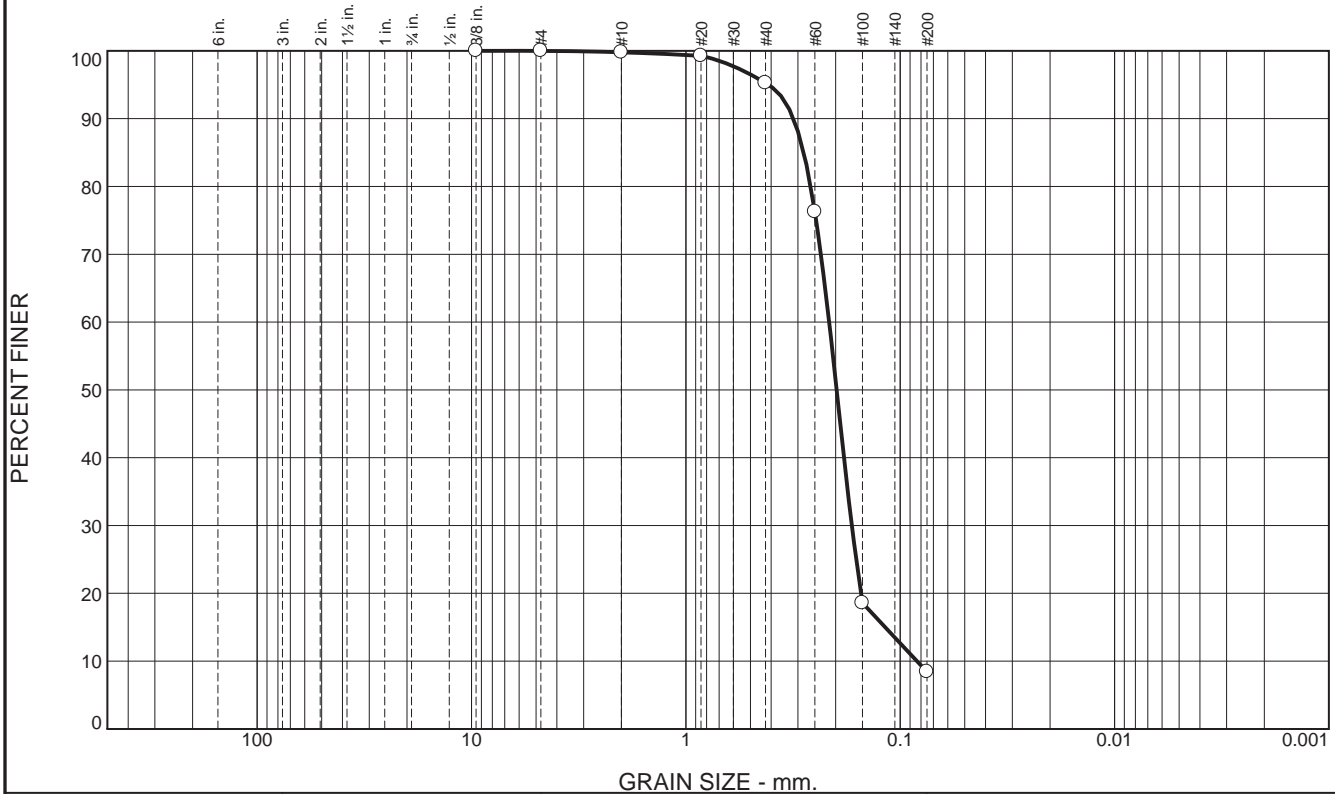
Figure

Boring Designation BI-CI-45-11

DRILLING LOG		DIVISION South Atlantic	INSTALLATION Mobile District	SHEET 1 OF 1 SHEETS
1. PROJECT Barrier Islands and Restoration Catalinas		9. SIZE AND TYPE OF BIT N/A		
2. BORING DESIGNATION BI-CI-45-11		10. COORDINATE SYSTEM/DATUM State Plane, MSE (U.S. Ft.)		HORIZONTAL NAD83
3. DRILLING AGENCY Corps of Engineers CESAM		11. MANUFACTURER'S DESIGNATION OF DRILL Vibracore		<input type="checkbox"/> AUTO HAMMER <input type="checkbox"/> MANUAL HAMMER
4. NAME OF DRILLER Constructors Solutions International, Inc.		12. TOTAL SAMPLES		DISTURBED 3
5. DIRECTION OF BORING <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED		13. TOTAL NUMBER CORE BOXES		UNDISTURBED (UD) 0
6. THICKNESS OF OVERBURDEN N/A		14. WATER DEPTH 13.6 Ft.		
7. DEPTH DRILLED INTO ROCK N/A		15. DATE BORING		STARTED 06 24 11
8. TOTAL DEPTH OF BORING 12.4 Ft.		16. ELEVATION TOP OF BORING 13.5 Ft.		COMPLETED 06 24 11
		17. TOTAL RECOVERY FOR BORING 100%		
		18. SIGNATURE AND TITLE OF INSPECTOR Rhonda Capes, Geologist		

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	SAMPLE	LABORATORY RESULTS
13.5	0.0				
15.5	2.0		SAND, silty, mostly fine grained sand sized quartz, trace clay, gray (SM)	A	Classification: SP SM Color: 5Y 3/2 dark olive gray D50: 0.198 mm % Fines: 8.4
		SAND, poorly graded, mostly fine grained sand sized quartz, trace silt, clay (SP)	B	Classification: SP Color: 5Y 5/1 gray D50: 0.1915 mm % Fines: 4.1
			C	Classification: SP SM Color: 5Y 5/1 gray D50: 0.1771 mm % Fines: 6.4
25.9	12.4		NOTES: 1. Soils are field visually classified in accordance with the Unified Soil Classification System. 2. NS = Sample not submitted for laboratory analysis from this interval. 3. Seafloor elevation calculated using sampling vessel's fathometer water depth reading and applying NOAA tidal gauge data conversion factor.		

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.2	4.5	86.9	8.4	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	100.0		
#10	99.8		
#20	99.3		
#40	95.3		
#60	76.3		
#100	18.6		
#200	8.4		

Material Description

Slightly silty SAND (SP-SM), fine grained

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.3150 D₈₅= 0.2821 D₆₀= 0.2146
D₅₀= 0.1980 D₃₀= 0.1680 D₁₅= 0.1175
D₁₀= 0.0835 C_u= 2.57 C_c= 1.57

Classification

USCS= SP-SM AASHTO=

Remarks

* (no specification provided)

Location: USACE Sample # BI-CI-45A-11
Sample Number: TE Lab ID: 5054.69

Depth: 0.0 - 2.0 (ft)

Date: 7/18/11

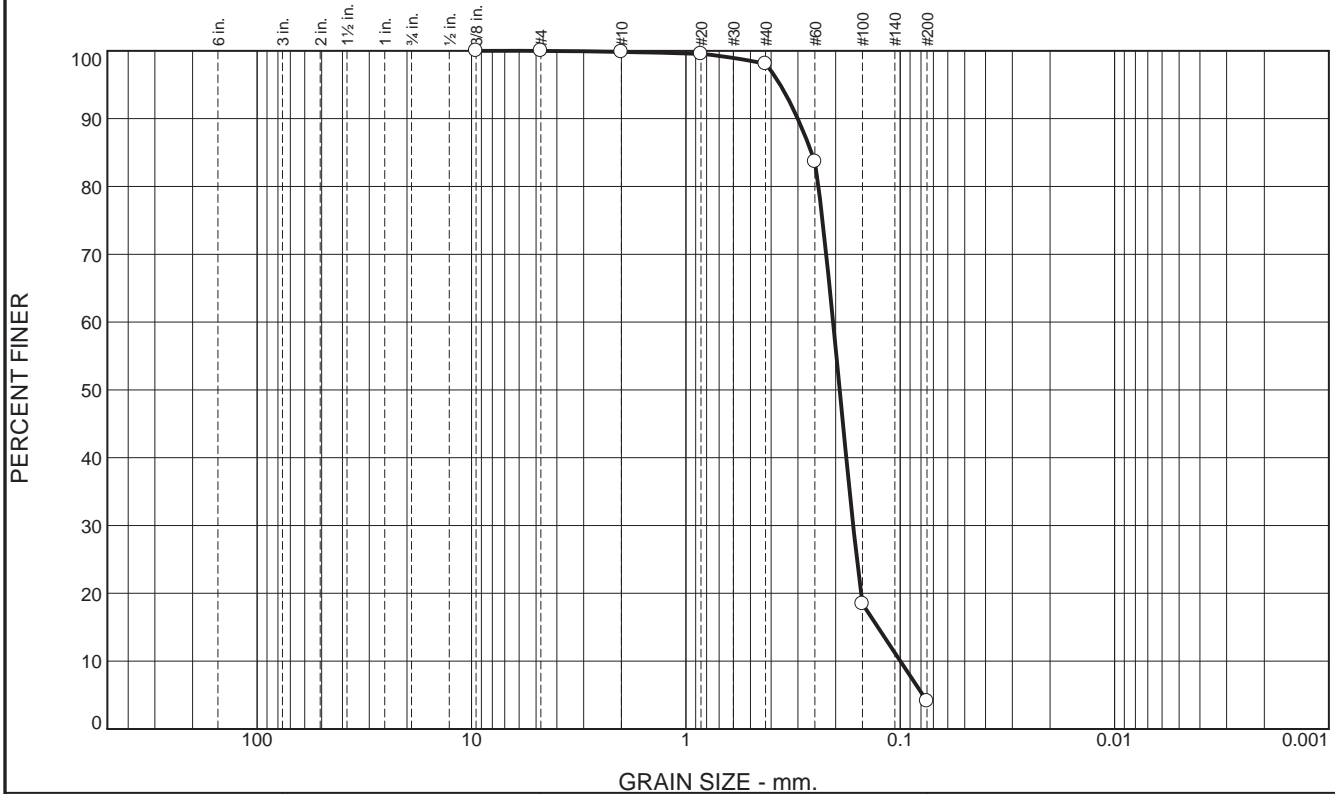
Thompson Engineering

Mobile, Alabama

Client: US Army Corps of Engineers
Project: Contract No. W91278-10-D-0026 - Task 009
Mississippi Barrier Island Restoration Project
Project No: 11-2116-0057

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.2	1.7	94.0	4.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	100.0		
#10	99.8		
#20	99.6		
#40	98.1		
#60	83.7		
#100	18.4		
#200	4.1		

Material Description

SAND (SP), fine grained

PL=	Atterberg Limits	PI=
	LL=	

D ₉₀ = 0.3009	Coefficients	D ₆₀ = 0.2055
D ₅₀ = 0.1915	D ₈₅ = 0.2592	D ₁₅ = 0.1270
D ₁₀ = 0.0998	D ₃₀ = 0.1657	C _c = 1.34
	C _u = 2.06	

USCS= SP **Classification** AASHTO=

Remarks

* (no specification provided)

Location: USACE Sample # BI-CI-45B-11
Sample Number: TE Lab ID: 5054.70

Depth: 2.0 - 7.0 (ft)

Date: 7/18/11

Thompson Engineering

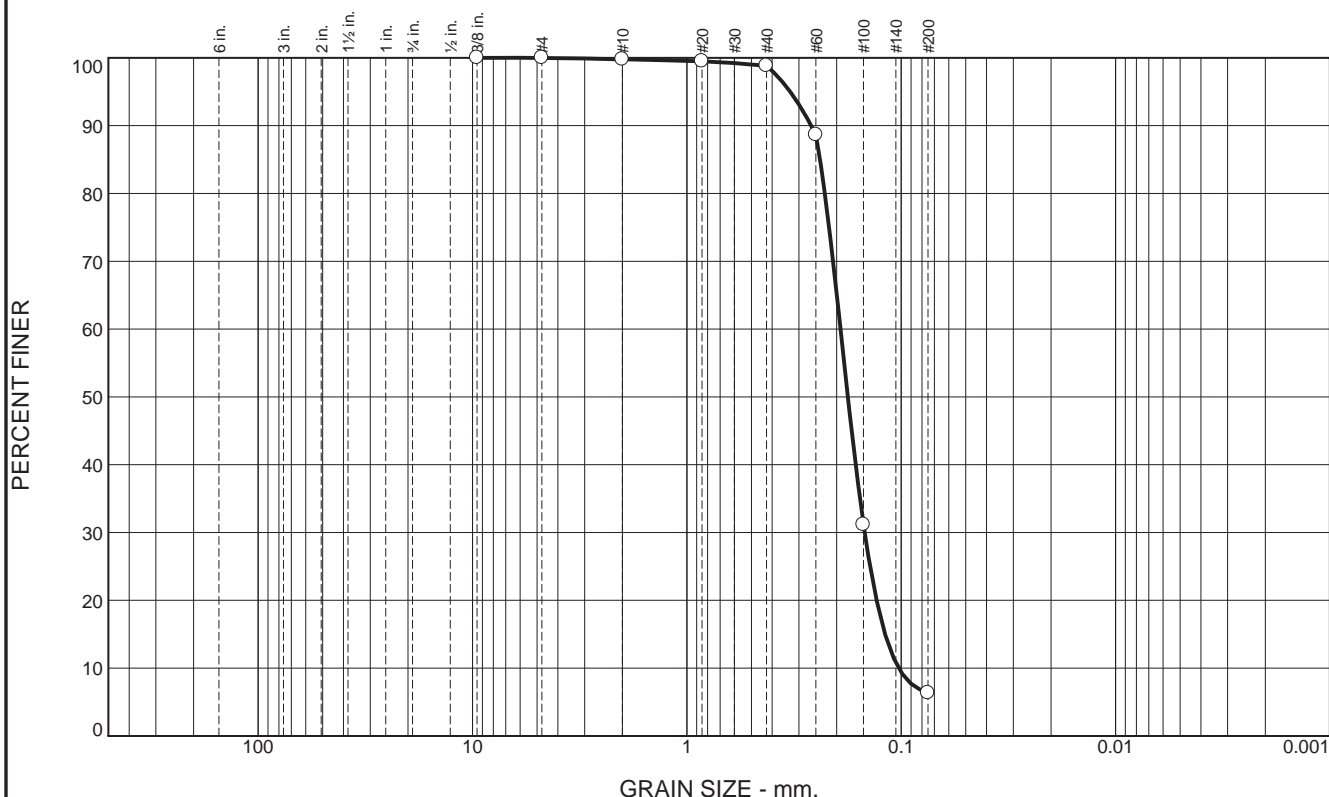
Mobile, Alabama

Client: US Army Corps of Engineers
Project: Contract No. W91278-10-D-0026 - Task 009
 Mississippi Barrier Island Restoration Project

Project No: 11-2116-0057

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.2	1.0	92.4	6.4	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	100.0		
#10	99.8		
#20	99.5		
#40	98.8		
#60	88.7		
#100	31.2		
#200	6.4		

Material Description

Slightly silty SAND (SP-SM), fine grained

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.2631 D₈₅= 0.2393 D₆₀= 0.1918
D₅₀= 0.1771 D₃₀= 0.1482 D₁₅= 0.1189
D₁₀= 0.1027 C_u= 1.87 C_c= 1.11

Classification

USCS= SP-SM AASHTO=

Remarks

* (no specification provided)

Location: USACE Sample # BI-CI-45C-11
Sample Number: TE Lab ID: 5054.71

Depth: 7.0 - 12.0 (ft)

Date: 7/18/11

Thompson Engineering

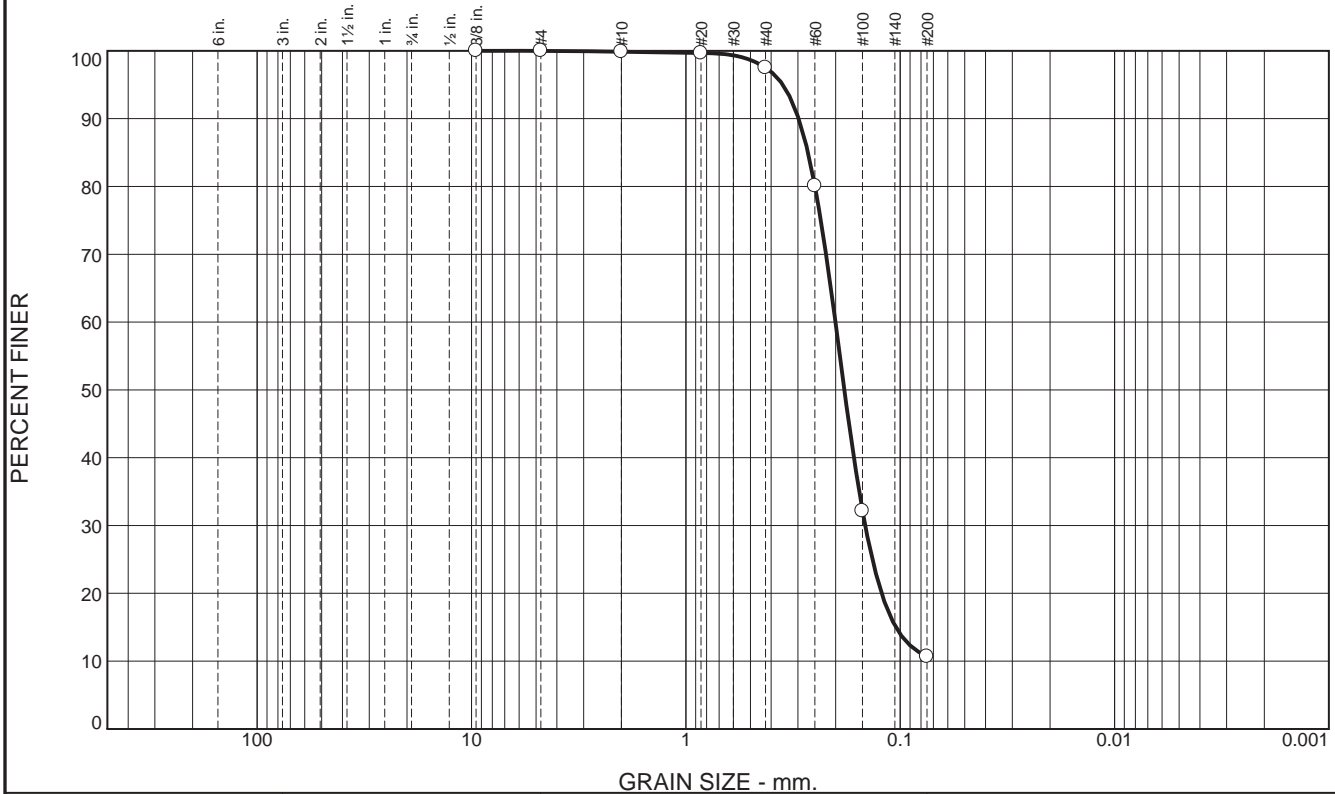
Mobile, Alabama

Client: US Army Corps of Engineers
Project: Contract No. W91278-10-D-0026 - Task 009
Mississippi Barrier Island Restoration Project

Project No: 11-2116-0057

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.1	2.4	86.8	10.7	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	100.0		
#10	99.9		
#20	99.7		
#40	97.5		
#60	80.1		
#100	32.2		
#200	10.7		

Material Description
Slightly silty SAND (SP-SM), fine grained

Atterberg Limits
 PL= LL= PI=

Coefficients
 D₉₀= 0.2980 D₈₅= 0.2693 D₆₀= 0.2006
 D₅₀= 0.1820 D₃₀= 0.1458 D₁₅= 0.1048
 D₁₀= C_u= C_c=

Classification
 USCS= SP-SM AASHTO=

Remarks

* (no specification provided)

Location: USACE Sample # BI-CI-86A-11
Sample Number: TE Lab ID: 5054.101

Depth: 0.0 - 3.0 (ft)

Date: 7/18/11

Thompson Engineering

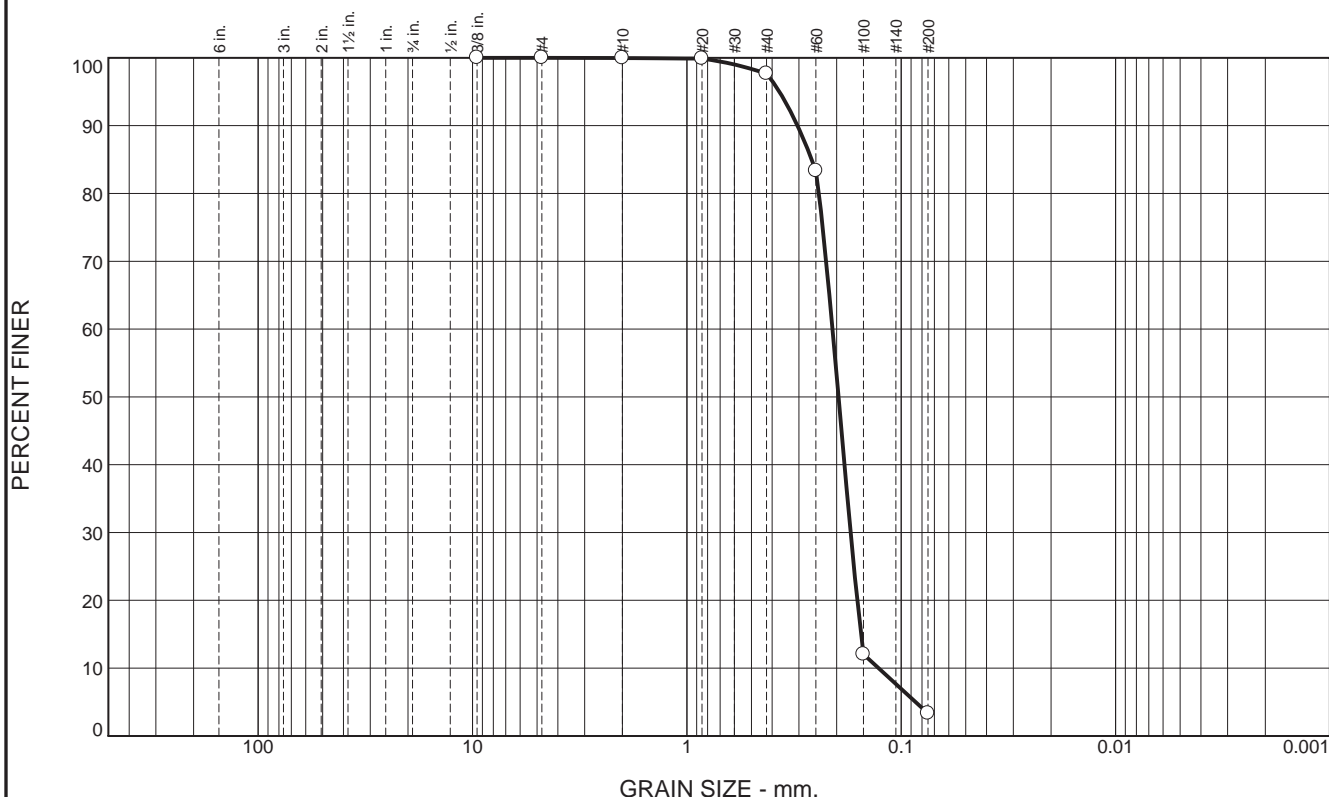
Mobile, Alabama

Client: US Army Corps of Engineers
Project: Contract No. W91278-10-D-0026 - Task 009
 Mississippi Barrier Island Restoration Project

Project No: 11-2116-0057

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	2.3	94.4	3.3	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	100.0		
#10	100.0		
#20	99.9		
#40	97.7		
#60	83.3		
#100	12.0		
#200	3.3		

Material Description

SAND (SP), fine grained

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.3050 D₈₅= 0.2616 D₆₀= 0.2090
D₅₀= 0.1960 D₃₀= 0.1722 D₁₅= 0.1540
D₁₀= 0.1275 C_u= 1.64 C_c= 1.11

Classification

USCS= SP AASHTO=

Remarks

* (no specification provided)

Location: USACE Sample # BI-CI-86B-11
Sample Number: TE Lab ID: 5054.102

Depth: 3.0 - 6.9 (ft)

Date: 7/18/11

Thompson Engineering

Mobile, Alabama

Client: US Army Corps of Engineers
Project: Contract No. W91278-10-D-0026 - Task 009
Mississippi Barrier Island Restoration Project

Project No: 11-2116-0057

Figure

Boring Designation BI-CI-87-11

DRILLING LOG		DIVISION South Atlantic	INSTALLATION Mobile District	SHEET 1 OF 1 SHEETS
1. PROJECT Barrier Islands and Restoration Catalinas		9. SIZE AND TYPE OF BIT N/A		
2. BORING DESIGNATION BI-CI-87-11		10. COORDINATE SYSTEM/DATUM State Plane, MSE (U.S. Ft.)		HORIZONTAL NAD83
3. DRILLING AGENCY Corps of Engineers CESAM		11. MANUFACTURER'S DESIGNATION OF DRILL Vibracore		<input type="checkbox"/> AUTO HAMMER <input type="checkbox"/> MANUAL HAMMER
4. NAME OF DRILLER Constructors Solutions International, Inc.		12. TOTAL SAMPLES		DISTURBED 2
5. DIRECTION OF BORING <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED		13. TOTAL NUMBER CORE BOXES		UNDISTURBED (UD) 0
6. THICKNESS OF OVERBURDEN N/A		14. WATER DEPTH 13.2 Ft.		
7. DEPTH DRILLED INTO ROCK N/A		15. DATE BORING		STARTED 06/28/11
8. TOTAL DEPTH OF BORING 7.5 Ft.		16. ELEVATION TOP OF BORING 14.4 Ft.		COMPLETED 06/28/11
		17. TOTAL RECOVERY FOR BORING 100%		
		18. SIGNATURE AND TITLE OF INSPECTOR Michelle Johnson, Geologist		

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	SAMPLE	LABORATORY RESULTS
14.4	0.0				
				A	Classification: SP Color: 2.5Y 6/2 light brown sh gray D50: 0.1972 mm % Fines: 4.1
				B	Classification: SP Color: 2.5Y 6/1 gray D50: 0.1859 mm % Fines: 3.5
21.9	7.5		<p>NOTES:</p> <p>1. Soils are field visually classified in accordance with the Unified Soils Classification System.</p> <p>2. NS = Sample not submitted for laboratory analysis from this interval.</p> <p>3. Seafloor elevation determined from USACE hydrographic survey completed 2010.</p>		

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	3.6	92.3	4.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	100.0		
#10	100.0		
#20	99.8		
#40	96.4		
#60	77.7		
#100	17.5		
#200	4.1		

Material Description

SAND (SP), fine grained

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.3021 D₈₅= 0.2748 D₆₀= 0.2131
D₅₀= 0.1972 D₃₀= 0.1687 D₁₅= 0.1321
D₁₀= 0.1020 C_u= 2.09 C_c= 1.31

Classification

USCS= SP AASHTO=

Remarks

* (no specification provided)

Location: USACE Sample # BI-CI-87A-11
Sample Number: TE Lab ID: 5054.99

Depth: 0.0 - 4.0 (ft)

Date: 7/18/11

Thompson Engineering

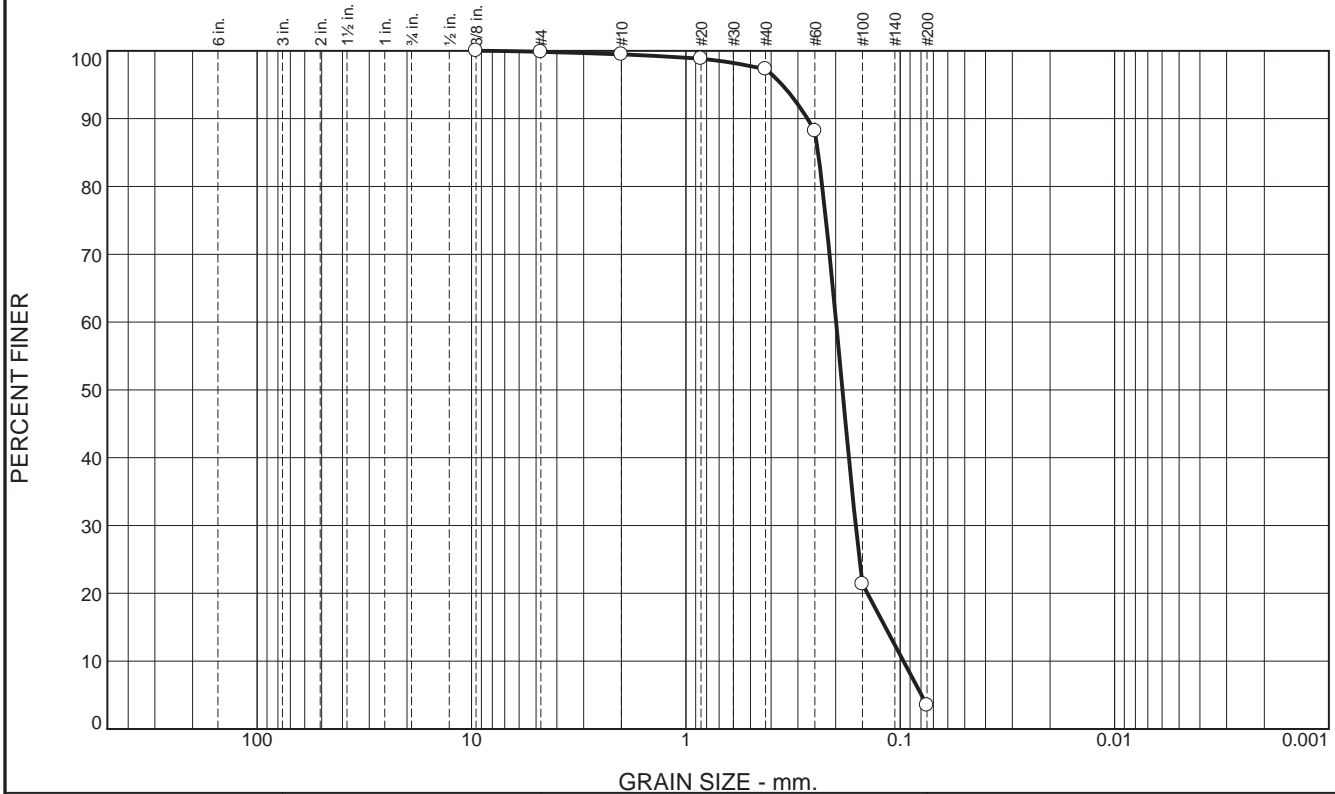
Mobile, Alabama

Client: US Army Corps of Engineers
Project: Contract No. W91278-10-D-0026 - Task 009
Mississippi Barrier Island Restoration Project

Project No: 11-2116-0057

Figure

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.2	0.3	2.2	93.8	3.5	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	99.8		
#10	99.5		
#20	98.9		
#40	97.3		
#60	88.2		
#100	21.4		
#200	3.5		

Material Description

SAND (SP), fine grained

PL=	Atterberg Limits	PI=
	LL=	

	Coefficients	
D ₉₀ = 0.2709	D ₈₅ = 0.2417	D ₆₀ = 0.1990
D ₅₀ = 0.1859	D ₃₀ = 0.1613	D ₁₅ = 0.1172
D ₁₀ = 0.0965	C _u = 2.06	C _c = 1.35

USCS= SP	Classification
	AASHTO=

Remarks

* (no specification provided)

Location: USACE Sample # BI-CI-87B-11
Sample Number: TE Lab ID: 5054.100

Depth: 4.0 - 7.5 (ft)

Date: 7/18/11

Thompson Engineering

Mobile, Alabama

Client: US Army Corps of Engineers
Project: Contract No. W91278-10-D-0026 - Task 009
 Mississippi Barrier Island Restoration Project

Project No: 11-2116-0057

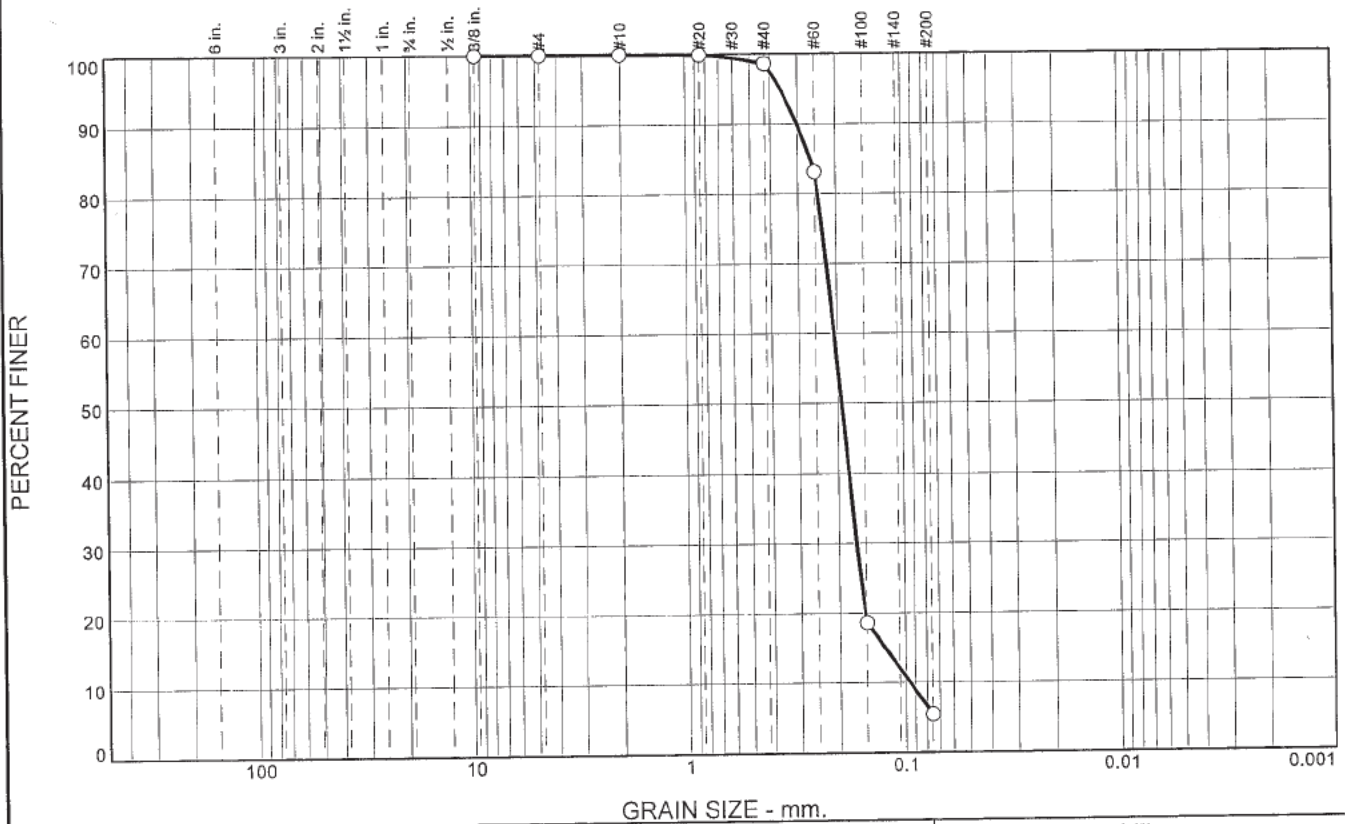
Figure

Boring Designation BI-SP-21-10

DRILLING LOG		DIVISION South Atlantic	INSTALLATION Mobile District	SHEET 1 OF 1 SHEETS
1. PROJECT Barrier Islands and Restoration Ship Islands and Pass		9. SIZE AND TYPE OF BIT N/A		
2. BORING DESIGNATION BI SP 21 10		10. COORDINATE SYSTEM/DATUM State Plane, MSE (U.S. Ft.)		HORIZONTAL NAD83
3. DRILLING AGENCY Corps of Engineers CESAM		11. MANUFACTURER'S DESIGNATION OF DRILL V brace		<input type="checkbox"/> AUTO HAMMER <input type="checkbox"/> MANUAL HAMMER
4. NAME OF DRILLER Constructors Solutions International, Inc.		12. TOTAL SAMPLES		DISTURBED 2
5. DIRECTION OF BORING <input checked="" type="checkbox"/> VERTICAL <input type="checkbox"/> INCLINED		13. TOTAL NUMBER CORE BOXES		UNDISTURBED (UD) 0
6. THICKNESS OF OVERBURDEN N/A		14. WATER DEPTH 15.6 Ft.		
7. DEPTH DRILLED INTO ROCK N/A		15. DATE BORING		STARTED 05 06 10
8. TOTAL DEPTH OF BORING 13.2 Ft.		16. ELEVATION TOP OF BORING 14.9 Ft.		COMPLETED 05 06 10
		17. TOTAL RECOVERY FOR BORING 100%		
		18. SIGNATURE AND TITLE OF INSPECTOR J. Krack, Geotechnical Engineer		

ELEV.	DEPTH	LEGEND	CLASSIFICATION OF MATERIALS	SAMPLE	LABORATORY RESULTS
14.9	0.0				
		•••••	SAND, poorly graded, mostly fine to medium grained sand sized quartz, trace shell fragments, gray (SP)	A	Classification: SP Color: 10YR 5/1 gray D50: 0.192 mm % Fines: 5.4
		•••••		B	Classification: SP Color: 10YR 6/1 gray D50: 0.1894 mm % Fines: 3.4
24.9	10.0	•••••	SAND, poorly graded, mostly fine to medium grained sand sized quartz, some silt, trace shell fragments, gray (SP)	NS	
28.1	13.2	•••••			
			NOTES: 1. Soils are field visually classified in accordance with the Unified Soils Classification System. 2. NS = Sample not submitted for laboratory analysis from this interval. 3. Seafloor elevation on cased using sampling vessel's fathometer water depth reading and applying NOAA tidal gauge data conversion factor.		

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	1.4	93.2	5.4	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	100.0		
#10	100.0		
#20	99.9		
#40	98.6		
#60	83.1		
#100	18.6		
#200	5.4		

Material Description

SAND, (SP-SM), fine grained

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.3014 D₈₅= 0.2620 D₆₀= 0.2061
D₅₀= 0.1920 D₃₀= 0.1658 D₁₅= 0.1242
D₁₀= 0.0955 C_u= 2.16 C_c= 1.40

Classification

USCS= SP-SM AASHTO=

Remarks

CADD CODE = CH10D965

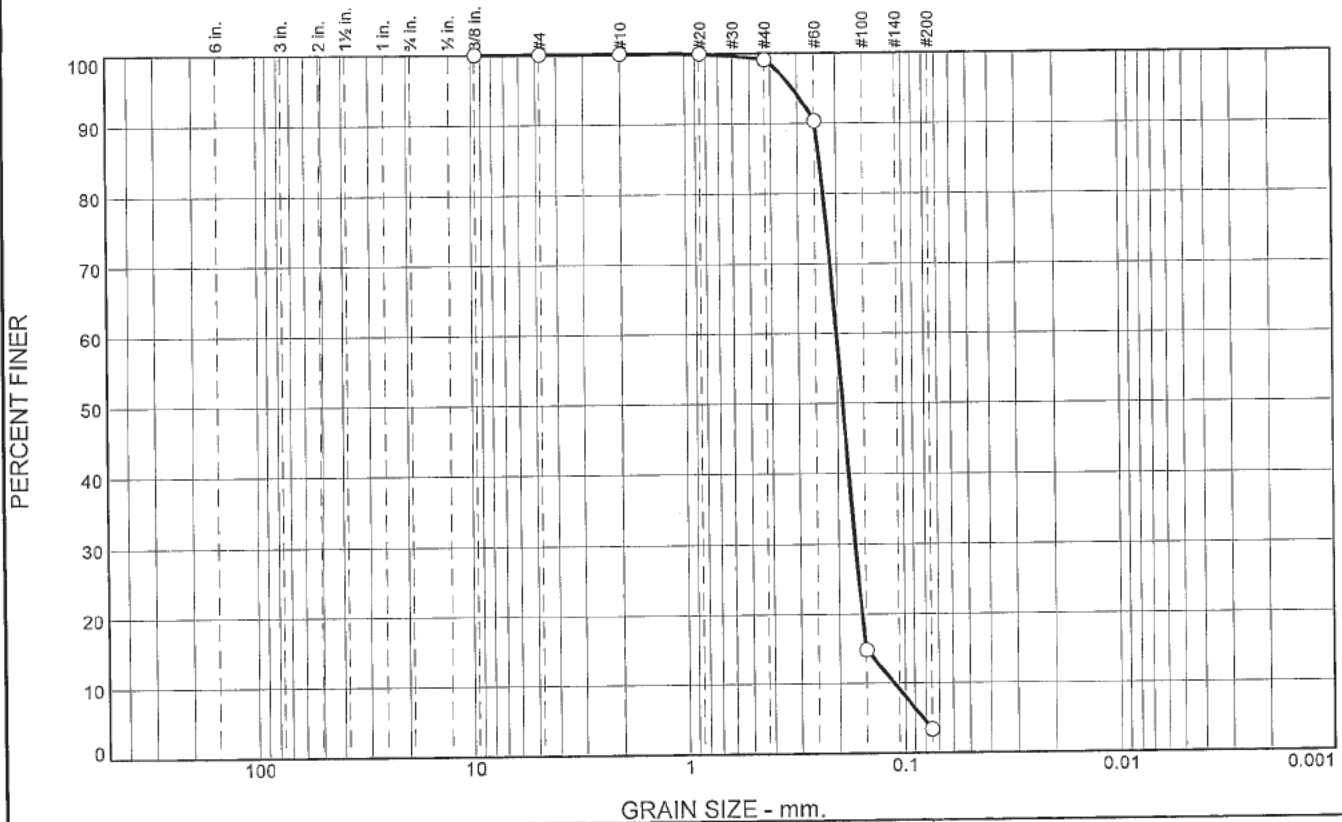
* (no specification provided)

Location: USACE Sample # BI-SP-21-10A Depth: 0.0 - 5.0 (ft) Date: 5/13/10
Sample Number: TE Lab ID: 4461.32

Thompson Engineering Mobile, Alabama	Client: US Army Corps of Engineers Project: Mississippi Barrier Island Restoration Project Contract No. W91278-10-D-0026 - Task 03 Project No: 1021230009 Figure
---	---

Tested By: J.Maddox/L.Stokes Checked By: R.Byrd

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	0.9	95.7	3.4	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.375	100.0		
#4	100.0		
#10	100.0		
#20	99.9		
#40	99.1		
#60	90.3		
#100	14.8		
#200	3.4		

Material Description

SAND, (SP), fine grained

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 0.2492 D₈₅= 0.2382 D₆₀= 0.2011
D₅₀= 0.1894 D₃₀= 0.1675 D₁₅= 0.1502
D₁₀= 0.1120 C_u= 1.80 C_c= 1.25

Classification

USCS= SP AASHTO=

Remarks

CADD CODE = CH10D965

* (no specification provided)

Location: USACE Sample # BI-SP-21-10B
Sample Number: TE Lab ID: 4461.33

Depth: 5.0 - 10.0 (ft)

Date: 5/13/10

Thompson Engineering

Mobile, Alabama

Client: US Army Corps of Engineers
Project: Mississippi Barrier Island Restoration Project
Contract No. W91278-10-D-0026 - Task 03

Project No: 1021230009

Figure

Tested By: J.Maddox/L.Stokes

Checked By: R.Byrd

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APPENDIX B
ENVIRONMENTAL

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Mississippi Department of Environmental Quality
and Mississippi Department of Marine Resources
Certifications



STATE OF MISSISSIPPI

Phil Bryant
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Jamie M. Miller, Executive Director

April 6, 2016

Mr. Curtis M. Flakes
Chief, Planning and Environmental Division
U.S. Army Corps of Engineers
Mobile District
P.O. Box 2288
Mobile, Al 36628

Re: DMR-160200; FP16-MsCIP01-10

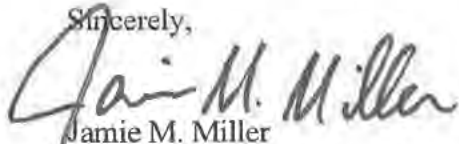
Dear Mr. Flakes:

The Department of Marine Resources (DMR) in cooperation with other state agencies is responsible under the Mississippi Coastal Program (MCP) for managing the coastal resources of Mississippi. Proposed activities in the coastal area are reviewed to ensure that the activities are in compliance with the MCP.

The Department has completed review of the proposed the Mississippi Coastal Improvements Program, Comprehensive Barrier Island Restoration plan to place 1,500 acres of fill within the Ship Island portion of the National Park Service's Gulf Islands National Seashore, MS unit to close Camille Cut between East and West Ship Islands and to ameliorate erosion of the southern shoreline of East Ship Island. Of these 1,500 acres, 800 acres will be placed above the Mean High Water Line and 700 acres of sand will be placed below the Mean High Water Line in state water bottoms. In addition, the plan includes the filling of 305 acres for the restoration of the eastern shoreface of Cat Island, Mississippi including revegetation as outlined in your letter dated January 27, 2016, under the Coastal Zone Management Act of 1972 and the Coastal Zone Reauthorization Amendments of 1990 and as the lead Coastal Program Agency for the State of Mississippi pursuant to 16 U.S.C. Section 1456(c) and Mississippi Code § 57-15-5, concurs with the U.S. Corps of Engineers' consistency certification for this project.

The above granted consistency certification was based upon the plan presented.
If you have any questions regarding this letter, please contact Jennifer Wilder with the Bureau of Wetlands Permitting at 228-523-4121 or Jennifer.wilder@dmr.ms.gov

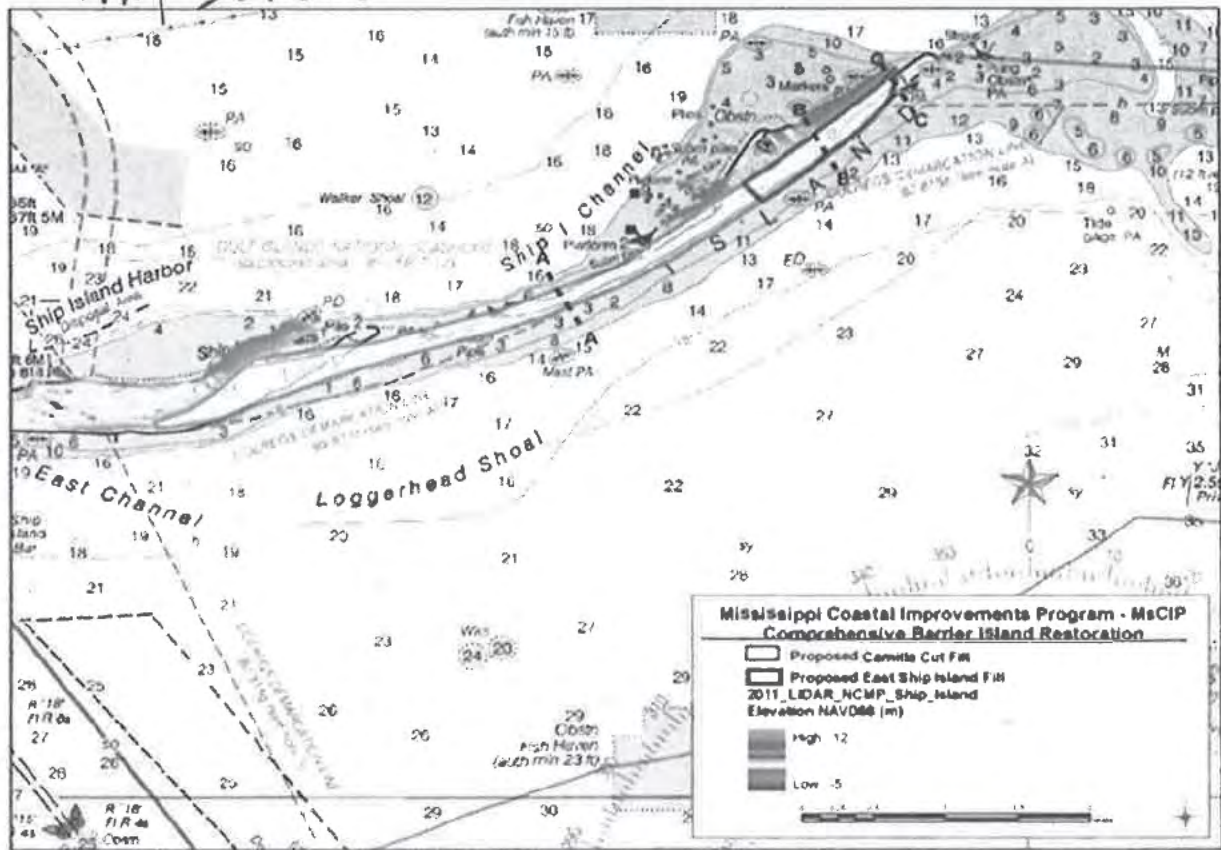
Sincerely,



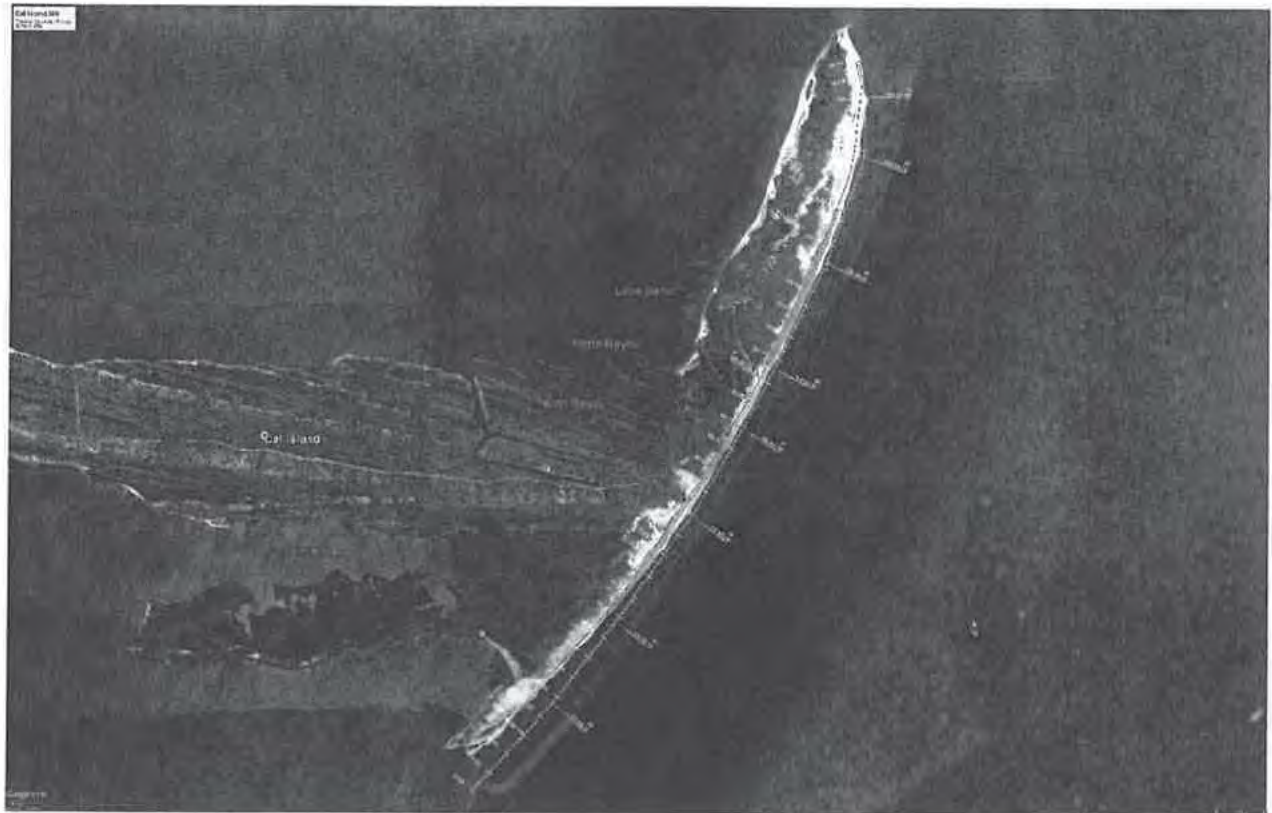
Jamie M. Miller
Executive Director
Mississippi Department of Marine Resources

JMM/jjw

Ship Island



Cat Island





STATE OF MISSISSIPPI
PHIL BRYANT
GOVERNOR
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
GARY C. RIKARD, EXECUTIVE DIRECTOR

April 8, 2016

Certified Mail No. 7010 1870 0003 4946 8855

Dr. Susan I. Rees, Program Manager
Mississippi Coastal Improvements Program
Department of the Army
Mobile District, Corps of Engineers
P. O. Box 2288
Mobile, Alabama 36628-0001

Dear Dr. Rees:

Re: US Army Corps of Engineers,
Mobile District,
Mississippi Coastal
Improvements Program
Barrier Island Restoration
Jackson, Harrison, and Hancock
Counties
COE No. FP16-MsCIP01-10
WQC No. WQC2016005

Pursuant to Section 401 of the Federal Water Pollution Control Act (33 U. S. C. 1251, 1341), the Office of Pollution Control (OPC) issues this Certification, after public notice and opportunity for public hearing for, US Army Corps of Engineers, Mobile District, Mississippi Coastal Improvements Program, an applicant for a Federal License or permit to conduct the following activity:

US Army Corps of Engineers, Mobile District, Mississippi Coastal Improvements Program (MsCIP): proposes to enhance the Mississippi Barrier Islands by the following projects. Ship Island Restoration project includes filling of the 3.5 mile-long Camille Cut with approximately 13.5 million cubic yards of sand and replenishment of the southern shoreline of East Ship Island by placement of approximately 5.5 million cubic yards of sand. The combined Camille Cut and East Ship Island equilibrated fill would encompass approximately 1,500 acres. The Cat Island project includes the placement of approximately 2 million cubic yards of sand along the eastern side of Cat Island to restore it to 1998 conditions. Following

the placement of sand, the area would be revegetated with native grasses. For both restoration projects the borrowed material will be dredged either a cutter-head pipeline or a hopper dredge. MsCIP also included a modification to the management of future dredged material placement within Horn Island Pass of the Pascagoula Federal Navigation Channel. The intent is to ensure placement of future dredged material within the littoral zone replicates natural sediment pathways. The total area for potential direct placement would encompass approximately 1,600 acres, including existing DA-10 site, and the Littoral Zone placement site, with existing depths generally between 5 and 30 feet.

[FP16-MsCIP01-10, WQC2016005].

The Office of Pollution Control certifies that the above-described activity will be in compliance with the applicable provisions of Sections 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act and Section 49-17-29 of the Mississippi Code of 1972, if the applicant complies with the following conditions:

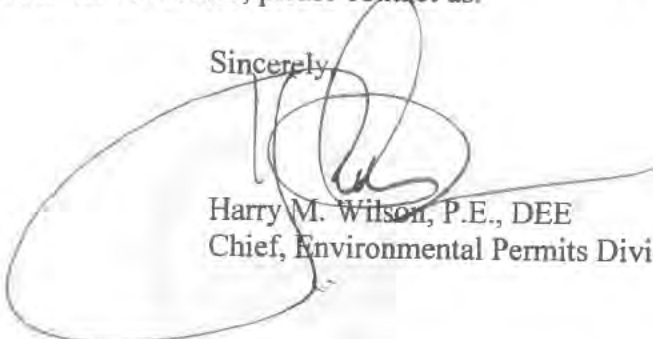
1. The dredging activities shall be conducted in such a manner that no sumps are created within the dredge areas.
2. All fill material and excavated areas shall have side slopes of at least 3:1 (horizontal:vertical) and shall be immediately seeded, stabilized, and maintained.
3. Best management practices should be used at all times during construction to minimize turbidity at both the dredge and restoration sites. The restoration sites shall be constructed and maintained in a manner that minimizes the discharge of turbid waters into waters of the Mississippi Sound. Best management practices should include, but not limited to, the use of staked hay bales; staked filter cloth; sodding, seeding and mulching; staged construction; and the installation of turbidity screens around the immediate project site.
4. The applicant shall submit detailed monitoring plans documenting water quality monitoring activities to confirm compliance with existing water quality criteria, prior to the beginning of construction. The plan shall establish baseline conditions and monitor conditions. If the monitoring identifies problems with water quality, corrective actions shall be described. The plan shall be approved by the Department prior to implementation of any monitoring and will be in compliance with methods as outlined in the Mississippi Water Quality Certification regulations including an approved Quality Assurance Project Plan (QAPP).

5. Turbidity outside the limits of a 750-foot mixing zone shall not exceed the ambient turbidity by more than 50 Nephelometric Turbidity Units. The turbidity within the Ship Island and Cat Island project areas may reasonably exceed this turbidity standard for temporary periods of time but shall not result in permanent environmental harm.
6. No sewage, oil, refuse, or other pollutants shall be discharged into the watercourse.

The Office of Pollution Control also certifies that there are no limitations under Section 302 nor standards under Sections 306 and 307 of the Federal Water Pollution Control Act which are applicable to the applicant's above-described activity.

This certification is valid for the project as proposed. Any deviations without proper modifications and/or approvals may result in a violation of the 401 Water Quality Certification. If we can be of further assistance, please contact us.

Sincerely,



Harry M. Wilson, P.E., DEE
Chief, Environmental Permits Division

HMW: ld

- cc: Ms. LeKasha Reynolds, U.S. Army Corps of Engineers, Mobile District
Ms. Willa Brantley, Department of Marine Resources
Mr. Paul Necaise, U.S. Fish and Wildlife Service
Ms. Callista Mills, Environmental Protection Agency

Unanticipated Discoveries

**UNANTICIPATED DISCOVERIES OF ARCHAEOLOGICAL SITES,
HISTORIC SITES, and SUBMERGED CULTURAL RESOURCES
INCLUDING HUMAN REMAINS—CAT ISLAND**

Although a project area may receive a complete cultural resource assessment survey, it is impossible to ensure that all cultural resources will be discovered. Even at sites that have been previously identified and assessed, there is a potential for the discovery of previously unidentified archaeological components, features, or human remains that may require investigation and assessment. Therefore, a procedure has been developed for the treatment of any unexpected discoveries that may occur during site development.

If unexpected cultural resources are discovered, the following steps should be taken:

All work in the immediate area of the discovery should cease and reasonable efforts should be made to avoid or minimize impacts to the cultural resources.

1. The USACE MsCIP Project Archaeologist should be contacted immediately and should evaluate the nature of the discovery.
2. The USACE should then contact the State Historic Preservation Officer (SHPO) and if necessary, the National Park Service and/or BOEM, and Federally Recognized Tribes.
3. As much information as possible concerning the cultural resource, such as resource type, location, and size, as well as any information on its significance, should be provided to the SHPO or other agencies as applicable.
4. Consultation with the SHPO should occur in order to obtain technical advice and guidance for the evaluation of the discovered cultural resource in terms of the State Preservation and Historic Management Plan.
5. If necessary, a Memorandum of Agreement (MOA) outlining the mitigation plan should be prepared for the discovered cultural resource. This plan should be sent to the SHPO, the NPS, the Advisory Council on Historic Preservation (ACHP), Federally Recognized Tribes, and/or other agencies as applicable for review and comment. The SHPO should be expected to respond with preliminary comments within two working days, with final comments to follow as quickly as possible.
6. If a formal data recovery mitigation plan is required, development activities in the near vicinity of the cultural resource should be avoided to ensure that no adverse impact to the resource occurs until the mitigation plan can be executed.

In the event that unrecorded shipwreck sites and/or other underwater archaeological resources are discovered (*adapted from The Commonwealth of Massachusetts, Board of Underwater Archaeological Resources, Office of Coastal Zone Management*):

1. In the event that a suspected shipwreck or other site is uncovered during construction activity, that activity shall immediately be halted in the area of the find until it can be determined whether the object is a shipwreck or other underwater archaeological resource and if it represents a potentially significant feature or site.
2. The project field staff will immediately notify the USACE District Archaeologist upon the suspension of work activities in the area of the find. Notification will include the specific location in which the potential feature or site is located.

3. The USACE will immediately ensure a qualified Maritime Archaeologist reviews the information. On-site personnel will provide information on the location and any discernible characteristics of the potential cultural resource (the target), and any survey data depicting the find. This information will be forwarded for review by the USACE for the qualified Maritime Archaeologist.
4. If the project archaeologist determines that the site, feature, or target is not potentially cultural, the project field staff through the USACE will be notified by the project archaeologist that work may resume. The project archaeologist will also notify the USACE of this recommendation.
5. If, based upon both previously acquired and current remote sensing survey data, or other indications (e.g., timbers, etc.), it is determined that the new target is possibly a shipwreck or other potential submerged cultural resource, the project archaeologist will inform the USACE, who will inform the project field staff that work may not resume at the given location until notified in writing by the USACE. The cognizant review agencies, SHPO, Advisory Council (if applicable), and other agencies as applicable will be notified of this determination within 2 working days.
6. A visual inspection by archaeological divers or remotely operated vehicle (ROV) will be conducted to determine if the site is potentially eligible for listing in the National Register. The results of the survey will be formally submitted to cognizant review agencies, SHPO, and the Advisory Council (if applicable) for final review and comment. The SHPO and USACE will endeavor to respond within 2 working days of receiving the inspection results and recommendations.
7. If it is determined that the target, feature, or site does not represent a potentially significant resource, and USACE is in receipt of written comment from the review agency(s), work may resume in that area.
8. If a National Register determination cannot be made in accordance with Step 6, the USACE may either undertake additional research to satisfy Step 6 or exercise Step 9 (avoidance).
9. If agency review concurs or concludes that the site may be important and is potentially National Register eligible, the USACE will develop avoidance measures to eliminate the site from the Area of Potential Effects. Any proposed avoidance measures will be made available to the cognizant review agencies for review and comment.
10. If avoidance measures cannot be developed and executed, the resource may be excavated and/or removed only under a memorandum of agreement with all interested parties including the State Archaeologist, SHPO, USACE, and, if applicable, the Advisory Council subject to appropriate state permits and appropriate federal jurisdictions. This memorandum will outline an adequate data recovery plan that specifies a qualified research team and an appropriate research design.

If HUMAN REMAINS are encountered on a site during development. All work in the near vicinity of the human remains should cease and reasonable efforts should be made to avoid and protect the remains from additional impact. The USACE MsCIP Project Archaeologist should be contacted immediately. A qualified Professional Archaeologist should be retained to investigate the reported discovery, inventory the remains and any associated artifacts, and assist in coordinating with state and local officials.

The County Medical Examiner should be immediately notified as to the findings. If the remains are found to be other than human, any construction will be cleared to proceed. If the remains are human, and are less than 75 years old, the Medical Examiner and local law enforcement officials will assume jurisdiction. If the remains are found to be human and older than 75 years, the State Archaeologist should be notified and may assume jurisdiction of the remains.

If jurisdiction is assumed by the State Archaeologist, he or she will (a) determine whether the human remains represent a significant archaeological resource, and (b) make a reasonable effort to identify and locate persons who can establish direct kinship, tribal community, or ethnic relationship with the remains. If such a relationship cannot be established, then the State Archaeologist may consult with knowledgeable experts as appropriate to help make determinations of origin.

A plan for the avoidance of any further impact to the human remains and/or mitigative excavation, reinterment, or a combination of these treatments will be developed in consultation with the State Archaeologist, the SHPO, involved Federal Agencies and, if applicable, appropriate Indian tribes or closest lineal descendents. All parties will be expected to respond with advice and guidance in an efficient time frame. Once the plan is agreed to by all parties, the plan will be implemented and construction can resume with an official notification from USACE.

The points of contact for USACE are:

Allen D. Wilson
Maritime Archaeologist
USACE Planning and Environmental
Division
Mobile District
109 St. Joseph Street
PO Box 2288
Mobile, Al 36608
Office: 251-694-3867
Blackberry: 251-463-4245
Allen.D.Wilson@usace.army.mil

The points of contact for Mississippi are:

H.T. Holmes,
State Historic Preservation Officer
Mississippi Department of Archives and
History
Historic Preservation Division
P.O. Box 571
Jackson, MS 39205-0571
Phone: (601) 576-6850

Pamela Edwards Lieb
Chief Archaeologist
Department of Archives and History
P.O. Box 571
Jackson, MS 39205-0571
Phone: (601) 576-6940

The points of contact for Alabama are:

Ms. Lisa D. Jones
State Historic Preservation Officer
Alabama Historical Commission
468 South Perry Street
P. O. Box 300900
Montgomery, AL 36130-0900
Phone: 334-230-2690

Ms. Stacey Hathorn
State Archaeologist
Alabama Historical Commission
468 South Perry Street
P. O. Box 300900
Montgomery, AL 36130-0900
Phone: 334-230-2649

Monitoring Plans for Shorebirds and Nesting Sea Turtles

NESTING SEA TURTLE MONITORING PROCEDURES FOR MSCIP BARRIER ISLAND CONSTRUCTION ACTIVITIES

The following monitoring procedures will provide information necessary to evaluate project objectives for the MsCIP Barrier Island Restoration project. This plan proposes and builds upon existing data to establish a detailed baseline condition. This monitoring will continue during and post-construction to evaluate short-term and long-term response to the proposed restoration. These procedures will be updated as required to provide the necessary information to evaluate ecological success and inform the adaptive management program.

BIOLOGICAL

Sea Turtles

Threatened and endangered species, critical habitat, nesting shorebirds, and sea turtles must be monitored for this project to determine impacts pursuant to the Endangered Species Act and the Migratory Bird Treaty Act. This project is located within the boundaries of Gulf Islands National Seashore, whose barrier island beaches are used by nesting endangered and threatened sea turtles. The U.S. Army Corps of Engineers (USACE), to also include its Contractor/Subcontractor, shall keep construction activities under surveillance, management, and control to prevent impacts to sea turtles, their nests and hatchling sea turtles. The USACE may be held responsible for harming or harassing sea turtles, their eggs or their nests as a result of the construction. Sea turtle nests are easily missed by those unaware, making it easy for people and equipment to accidentally crush the eggs; young sea turtle hatchlings can get stuck in deep tire ruts; bright construction lights at night can disorientate adults and hatchlings causing them to migrate in the wrong direction away from the ocean which almost assures the hatchlings' death.

Sea turtle monitoring includes documenting defined parameters of sea turtle nesting activity including species, abundance, locating crawls, marking nests and relocating vulnerable nests (see FWS/NPS monitoring protocol). Monitoring will be conducted on the project beaches of West Ship Island and East Ship Island. Cat Island will be done under a separate contract. In order to prevent disturbance to nesting shorebirds, monitoring of sea turtles should be done in the morning prior to the required shorebird monitoring, if possible, but not at same time.

There are 5 species of sea turtles: loggerhead (*Caretta caretta*), green (*Chelonia mydas*), leatherback (*Dermochelys coriacea*), hawksbill (*Eretmochelys imbricata*), Kemp's Ridley (*Lepidochelys kempii*), that may be found in the Gulf of Mexico. Green, Loggerhead and Kemp's Ridley sea turtles are regularly documented in the waters surrounding the barrier islands of Gulf Islands National Seashore. Of these, loggerhead and green sea turtles have been documented nesting on the barrier islands in the Mississippi Sound. Though never documented, Kemp's Ridley sea turtles are likely to nest on the Mississippi islands and nests have been documented on Santa Rosa Island in the Florida District of the Seashore.

Sea turtle nesting and hatching season for Mississippi starts around April 15 and ends around November 30. Incubation for the loggerhead sea turtle ranges from about 45 to 95 days and incubation for the green sea turtle ranges from about 45 to 75 days.

Potential hatching dates will be determined for each crawl documented and monitored for nesting success 95 days beyond the crawl date.

MONITORING PERIODS:

An NPS Biologist will be available for assistance if needed during the monitoring.

During Construction:

Nesting surveys, marking, and potential relocation activities must be conducted daily, weather permitting, while construction activities are on-going during nesting and hatching season, April 15-Nov. 30 in work areas.

MONITORING PROTOCOLS:

SURVEY METHODS:

1. On native beaches, surveys will be conducted first thing in the morning by All-Terrain Vehicles (ATV/UTV), foot or boat. The ATV will be operated at <6 mph, to provide adequate opportunity to view the beach, to avoid obstacles and hazards, and to visually investigate all possible turtle crawls. **The ATV will be operated low on the beach, on the unvegetated dune face, at or below the last high tide line.** This will allow even the shortest turtle crawls to be located and minimize impacts to bird nests. **Be careful not to drive through a bird nesting area or bird closure areas, which the historical bird closure locations are shown in the plans.** Back track on foot if necessary to survey the area not accessible by ATV. If it is high tide during your survey, do not attempt to drive the ATV through water. Also, do not drive the vehicle over dunes and vegetation. If there is a path wide enough for the ATV to drive through without impacting vegetation, use the path to circumvent the area where there is no beach. Back track on foot if necessary to survey the area that was missed.
2. During the survey, be alert for tracks, stranded turtles, nests uncovered by predators, hatchlings, etc. or any evidence of a sea turtle incident. Check any marked nests found during previous surveys.

Investigating Nesting Activities:

2. 1. If a turtle crawl is discovered, stop and evaluate the incident as thoroughly as possible. A completed "Sea Turtle Monitoring" form is required for all incidents, false crawl or nest. Identify the species of the turtle crawl. Record the GPS location. Take photos of the turtle crawl.
3. Mark the turtle crawl to prevent double-counting and/or a nest associated with the crawl. Look for evidence of a body pit. A body pit will look like a roughly circular area of disturbed sand which may or may not be slightly lower than surrounding areas. If there is not a body pit discovered, the crawl will be assumed to be a false crawl. False crawls will be recorded on a report form. If a conspicuous area of disturbed sand is found (body pit), assume that a nesting event has occurred. Look for signs of animal depredation or human tampering.
4. Measure the crawl at three different locations and taking an average of the three. Straight-line measurements should be taken from the tip of the flipper mark on one side to the tip of the flipper mark on the other. With loggerheads, since the flipper marks alternate, the measurements should

be from flipper mark on one side to an extended straight line from the flipper mark on the other side.

5. If the incident was a nest, record the distance from the water to the nest site. This does not need to be exact (water level fluctuates with each wave) but it should be fairly accurate. Also, note if the nest is above or below the rack line (highest debris line on the beach).
6. Estimating egg cavity location. Determine the direction of travel along the crawl, locate a body pit, and locate an escarpment in the shape of an arc at the front of the pit. Typically the female faces away from the water during nesting, although this is not always the case. The escarpment is the result of the turtle using her front flippers to cover the nest with sand when she is done laying. The egg cavity is usually centered behind this escarpment, approximately 3-5 feet back. It may be further back, if the turtle was moving forward while covering the nest site.
7. Occasionally, a nest may be uncovered by predators or beach erosion. If you find a nest where eggs or the remains of eggs are visible, the incident will be reported as a nest. If the nest was predated, the nest must be checked for viable eggs. Do not assume the nest has been totally predated.

If a nest is partially depredated, the remaining eggs can be reburied with the necessary precautions. Eggs must be rinsed off with freshwater to remove all albumen and other fluids that came from the damaged eggs. Rough handling and turning of the eggs should be avoided. The nest cavity, if still intact, should be emptied out down to clean sand before the eggs are replaced. Do not dig too deep. Occasionally, most eggs can be left in place and only the top few need to be removed, cleaned and returned to the nest. The nest should then be filled with moist sand. Compress the sand with your hands using slight to moderate pressure. Damaged eggs and shells should be removed from the area.

If the nest was totally depredated, fill in the hole and clean up the area. If you find an area where eggs are strewn about and there is a hole in the sand, but no crawl, this is an old nest that has been depredated. Fill in a nest report (photo and GPS).

MARKING NESTS DURING CONSTRUCTION:

Equipment for nest perimeter buffer zone marking:

1. 4 wooden perimeter buffer zone stakes. Dimensions 1" x 2", 4 feet long.
2. 1 roll of 3/16" fluorescent orange flagging tape

Marking Nest Sites to Protect Buried Eggs from Hazardous Activities

The goal of this marking method is to clearly identify the nest area and protect it from human activities such as vehicular traffic or other disturbances.

A series of stakes and highly visible survey ribbon or string shall be installed to establish a 10-foot radius around the nest (see Nest Buffer Marking Attachment in Appendix E). No activity shall occur within this area nor will any activity occur that could result in impacts to the nest. Nest sites shall be inspected daily to assure nest markers remain in place and that the nest has not been disturbed by the project activity. The stakes should extend more than 36" above the sand. To further identify the nest site, surveyor's ribbon can be tied from the top of one stake to another to

create a perimeter around the nest site. Additionally, a nest sign can be attached to one of the stakes used to create the perimeter. A nest-identifying number and the date the eggs were laid should be placed on at least one of the nest perimeter stakes. At least one additional stake should be placed a measured distance from the clutch location at the base of the dune or seawall to ensure that future location of the nest is possible should the nest perimeter stakes be lost.

Signs should have the following information:

SEA TURTLE NEST - DO NOT REMOVE

VIOLATORS SUBJECT TO FINES AND IMPRISONMENT

U.S. Endangered Species Act of 1973: No person may take, harass, harm, pursue, hunt, shoot, wound, kill, trap, or capture any sea turtle, turtle nest, and/or eggs, or attempt to engage in any such conduct. Any person who knowingly violates any provision of this Act may be assessed a civil penalty up to \$25,000 or a criminal penalty up to \$100,000 and up to one year imprisonment.

SHOULD YOU WITNESS A VIOLATION OR OBSERVE AN INJURED OR STRANDED TURTLE OR DISORIENTED HATCHLINGS, PLEASE CONTACT:

Mr. Paul Necaie, US Fish and Wildlife Service (FWS) (228) 493-6631 and Contracting Officer Representative and Mobile District Coastal Environment Office, Ms Jennifer Jacobson, (251-690-2724), Jennifer.L.Jacobson@usace.army.mil.

Nests Relocation Protocol:

After a nest is identified, three circumstances would warrant nest relocation:

- (1) If eggs have been exposed as a result of erosion,
- (2) If you observe a nest, due to its location on the beach, is in danger of being inundated by daily tides or lost through erosion, or
- (3) The nest is within active construction zone or any zone that will be active within 95 days from the date of discovery.

Do not move the nest unless you are completely confident the nest will be lost.

If the nest requires relocation, then call the designated person(s) permitted to relocate nest and contact Paul Necaie (FWS: 228-493-6631) as soon as possible.

Gary Hopkins (NPS) will provide input on where relocation should occur. A relocation zone map of East and West Ship Islands are included in the plans and specifications. Relocation areas should not include newly constructed areas due to sand compaction being unsuitable.

Nests requiring relocation must be completely moved no later than 9 a.m. the morning following deposition to a nearby self-release beach site in a secure setting where artificial lighting will not interfere with hatchling orientation. The specific site for nest relocation will be determined in coordination with FWS and NPS. Relocated nests must not be placed in organized groupings. Relocated nests must be randomly staggered along the length and width of the beach in settings that are not expected to experience daily inundation by high tides or known to routinely experience

severe erosion and egg loss, or subject to artificial lighting. Relocated nests should have a predator proof screen/cage as outlined in the Nest Marking protocol (See Appendix E of plans and specs) where raccoons are a problem. Nest relocations in association with construction activities must cease when construction activities no longer threaten nests.

A new nest location can be excavated above the high tide line, but not above the dune line in an area that is not impacted by construction. The top of the new nest, or egg cavity should be located approximately 10-12 inches below the level of the sand. The bottom of the new cavity should be about 22 inches deep. The nest cavity should be in the shape of a vase with a round bottom and long neck. Dig the new nest cavity before you begin to move the eggs. Move the eggs with care but in a timely manner. Move them one by one to the container. **Handle the eggs with care.** Use the supply container to store the eggs, or a cooler if one is available. Fill the bottom with some sand from the nest area to prevent the eggs from rolling in the container. The sand will also cushion the eggs. Use the lid to shade the eggs. Large temperature changes need to be avoided. After all the eggs have been deposited (not dropped) carefully in the new nest cavity one at a time, fill cavity with moist sand using the sand from the original nest site. Then use surrounding sand as needed. Compress the sand with your hands with slight to moderate pressure. Mark these nests in accordance with the general guidelines for a positive nest.

Recording Data:

Completely fill in the FWS form provided for all nests and false crawls. Be as accurate as possible. Pay particular attention to describing the location of the nest and how the nest was marked. Use the back of the sheets for additional information or maps/diagrams. Use a separate data sheet for each nest.

Routine Monitoring of all existing Nest Sites:

1. All sea turtle nests will be monitored throughout the incubation period. This monitoring is for the purpose of determining the duration of incubation, and identifying the incidence of depredation, damage from beach erosion, or disturbance by human activities.
2. Make sure all the stakes are readable and in good condition. If a stake or sign is missing, replace it and note the replacement in the log book and on the nest sheet.

Sites will be evaluated for evidence of disturbance including tracks, digging, ghost crab holes, tire tracks, beach erosion or wash-overs, or any other indication of nest disturbance. Photographs and observations of any disturbance should be recorded and provided in the report.

Monitoring at Expected Time of Hatching

1. Beginning at the 50th day from initial discovery, each nest will be monitored more closely. This intensive regime of monitoring will be conducted to determine the precise duration of incubation, and to gather data on hatchling emergence, depredation, and disorientation.

2. Nest sites will be evaluated to determine if hatching has occurred by looking for tracks of hatched turtles which have left the nest. In general, the majority of hatchlings will leave the nest as a group during the night. Their tracks will appear as a clutter of small, approximately 2” wide tracks which radiate out from the nest. The area where the eggs are located will usually appear collapsed.
3. Look for evidence of depredation such as ghost crab or bird and any indication of turtle remains. Look for evidence of hatchling disorientation. Note any tracks which deviate from a straight course to the water and attempt to follow any tracks which have headed in the wrong direction. If disoriented hatchlings have been located, contact Mobile District Coastal Environment Office, Ms. Jennifer Jacobson, and Mr. Paul Necaise (FWS, 228-493-6631) or Gary Hopkins (NPS: 228-230-4104) as soon as possible.
4. Record all observations made at the site on the specific FWS form developed for that nest. Please be as complete as possible. Any information which can be learned about the fate of the hatchlings after they emerged from the nest is of value.

Final Nest Assessment and Excavation:

1. All nests will be assessed at the conclusion of the nesting process to gather data on overall nesting success.
2. In general, the final assessment will be conducted 3 days after hatchlings have been documented as emerging from the nest or 80 days after initial discovery of a nest if no evidence of hatching has been recorded. (This is dependent upon the identified species).
3. When excavated, the sites are evaluated to determine the fate of the nest. The data collected includes, at minimum, the total number of eggs found (both hatched and unhatched), the presence of any hatchlings inside the nest, the number of unhatched eggs with embryonic development, the number of eggs without embryonic development, and any evidence regarding factors which may have affected the nest, such as ghost crab burrows, vegetation roots, etc.
4. Results will be recorded on the FWS Nesting Turtle Monitoring form (in Appendix E) and all protective material including screens and stakes will be removed from the nest location.

Construction protection measures to be monitored (compliance/noncompliance observations should be included in weekly report):

1. During turtle nesting and hatching season, staging areas for construction equipment must not be located in the natural dunes and vegetation on the island. In project areas on natural beaches, construction pipes will be as short in length as possible to allow nesting sea turtles use of the natural beach and limit trapping of nesting sea turtles behind the construction/dredge pipes. In addition, all construction pipes placed on the beach must be located as far landward as possible without compromising the integrity of the dune system. Pipes placed parallel to the dune must be 5 to 10 feet

away from the toe of the dune if the width of the beach allows. Temporary storage of pipes must be off the beach to the maximum extent possible. If the pipes are stored on the beach, they must be placed in a manner that will minimize the impact to nesting habitat and must not compromise the integrity of the dune systems.

2. To minimize possible boat impact to nesting sea turtles feeding and loafing in the surf off the outer bar of the south beach support vessels should observe a no wake zone 300 yards from the south shoreline.
3. Direct lighting of the beach and nearshore waters must be limited to the immediate construction area during the nest laying season through end of hatching season (April 15 – November 30) and must comply with safety requirements. Lighting on all equipment must be minimized through reduction, shielding, lowering, and appropriate placement to avoid excessive illumination of the water's surface and nesting beach while meeting all Coast Guard, Corps EM 385-1-1, and OSHA requirements. Light intensity of lighting equipment must be reduced to the minimum standard required by OSHA for General Construction areas, in order to not misdirect sea turtles.
4. Sea Turtle Signs: If nesting occurs within the construction area, the nest should be relocated, and the construction contractor shall place and maintain a bulletin board in the contracting shed with the location map of the construction site showing the sea turtle nesting areas and a warning, clearly visible, stating that "SEA TURTLE NESTING AREAS ARE PROTECTED BY THE THREATENED AND ENDANGERED SPECIES ACT".
5. Beach Rutting: Ruts created by heavy equipment located along the beach face between the nest and the water will be smoothed to avoid trapping of hatchlings as they move down the beach face to feed.

Reporting:

1. Report any activity as soon as possible, including nesting, false crawls, (can be in form of an email). The logs shall summarize sea turtle species observed (adults and hatchlings), the location of turtle crawls and/ or nests (GPS coordinates), and construction compliance/noncompliance observations. In addition logs shall summarize upon locating a dead or injured sea turtle that may have resulted from direct or indirect results of the project. Nests with estimated hatch dates should be supplied with the submitted logs. If an injured or dead sea turtle is discovered, contact Paul Necaise (FWS), and Gary Hopkins (NPS) immediately to ensure treatment or disposition of the dead sea turtle. A NOAA Sea Turtle Stranding and Salvage Network – Stranding Report should be completed and filed with NOAA, and provide a copy to Mobile District Coastal Environment Office, Ms. Jennifer Jacobson, and NPS (Gary Hopkins).
2. Report Submission: A monitoring report should be submitted weekly to FWS and NPS (including logs and all data forms/sheets). All data must be entered into a web-based form provide by the Corps.
3. Following completion of the project, a summary report of the monitoring and nesting activities shall be forwarded within 15-days to Mobile District Coastal Environment Office, Ms. Jennifer Jacobson, and USFWS and NPS.

Requirements for monitor:

Monitoring will be conducted by trained individuals with proven sea turtle experience and

identification skills. Credentials of the Sea Turtle Monitor will be submitted to the USFWS and NPS Biologists for review and approval. Not every monitor will require relocation experience and permits, however at least two individuals approved for relocation should be available to allow one person to monitor the construction site every day during the nesting season when there are active construction activities occurring. An NPS Biologist will be available if needed during the monitoring.

MDWFP, USFWS, NPS, and anyone permitted by MDWFP or USFWS shall be allowed on work site during construction as needed to assist with sea turtle monitoring and nest search or to post nest buffers when needed with the approval of the USACE on-site inspector in order to comply with safety regulations.

CONTACT LIST:

FWS: Mr. Paul Necaize at 228-493-6631, Paul.Necaize@fws.gov, 6578 Dogwood View Pkwy, Jackson, MS 39213

FWS: Mr. David Felder at 601-321-1131, 6578 Dogwood View Pkwy, Jackson, MS 39213

NPS: Mr. Gary Hopkins, at 228-230-4104, Gary_Hopkins@nps.gov, Gulf Islands National Seashore, 3500 Park Road, Ocean Springs, MS 39564 or

USACE: Ms. Jennifer Jacobson, 251-690-2724, 109 St. Joseph St., Mobile, AL 36602, email Jennifer.L.Jacobson@usace.army.mil

.

Mississippi Sea Turtle Nest Data Sheet

Date: _____

STAKE # _____

Species: _____

Time Discovered: _____

Investigators Present: _____

NEST LOCATION:

Nest GPS location: _____ N, _____ W

Hidden Stake: _____ m

Obvious Stake: _____ m

SITE DESCRIPTION: _____

CLUTCH DATA

CLUTCH DEPOSITED: YES NO UNKNOWN CLUTCH: MOVED MARKED

If moved, state reason: _____

TOTAL CLUTCH SIZE: _____ BROKEN: _____

Inventory Date: _____

Total Clutch Size: _____

Emerged: Yes No

Broken: _____

Stakes: Yes No

Hatched: _____

Buffer Stakes? Yes No

Live Hatchlings: _____

Dead Hatchlings: _____

DEVELOPMENT ARRESTED AT:

Early stage mortality: _____

Addled: _____

Late stage mortality: _____

Infertile: _____

Pipped dead: _____

Pipped live: _____

EGGS AFFECTED BY (please describe if nest was affected by predators or inundation): _____

HATCHING SUCCESS % (number of hatched shells/total clutch size X 100): _____

EMERGING SUCCESS % ((number of hatched shells - (live + dead hatchlings)/total clutch size) X 100: _____

NOTES: _____

NEST BUFFER MARKING

Equipment for nest perimeter buffer zone marking:

1. 4 wooden perimeter buffer zone stakes. Dimensions 1" x 2", 4 feet long.
2. 1 roll of 3/16" fluorescent orange flagging tape

Marking Nest Sites to Protect Buried Eggs from Hazardous Activities

The goal of this marking method is to clearly identify the nest area and protect it from human activities such as vehicular traffic or other disturbances.

A series of stakes and highly visible survey ribbon or string shall be installed to establish a 10-foot radius around the nest (see photo below). No activity shall occur within this area nor will any activity occur that could result in impacts to the nest. Nest sites shall be inspected daily to assure nest markers remain in place and that the nest has not been disturbed by the project activity. The stakes should extend more than 36" above the sand. To further identify the nest site, surveyor's ribbon can be tied from the top of one stake to another to create a perimeter around the nest site. Additionally, a nest sign can be attached to one of the stakes used to create the perimeter. A nest-identifying number and the date the eggs were laid should be placed on at least one of the nest perimeter stakes. At least one additional stake should be placed a measured distance from the clutch location at the base of the dune or seawall to ensure that future location of the nest is possible should the nest perimeter stakes be lost.

Signs should have the following information:

SEA TURTLE NEST - DO NOT REMOVE

VIOLATORS SUBJECT TO FINES AND IMPRISONMENT

U.S. Endangered Species Act of 1973: No person may take, harass, harm, pursue, hunt, shoot, wound, kill, trap, or capture any sea turtle, turtle nest, and/or eggs, or attempt to engage in any such conduct. Any person who knowingly violates any provision of this Act may be assessed a civil penalty up to \$25,000 or a criminal penalty up to \$100,000 and up to one year imprisonment.

Example of Nest Marking



SELF RELEASING SEA TURTLE NEST SCREENING

Nest caging equipment:

1. 1 roll of 2" x 4" mesh welded wire
2. 1 package of 25-pack 5.5" long nylon cable/zip ties

Summary

This section is specifically intended **ONLY** for those persons whose permit authorizes them to **protect nests with self-releasing screens**.

ACTIVITY DESCRIPTION

Nest Screening

When a nest is at high risk of predation (by raccoons, foxes, feral hogs, coyotes, etc.), the eggs and pre-emergent hatchlings may be protected by placing a self-releasing screen over the nest. The screens used for this purpose are typically 4' x 4' pieces of 2" x 4" mesh welded wire (do not use screen with a smaller mesh size as it is likely to trap emerging hatchlings). This type of screen is large enough to keep mammalian predators out and allows hatchlings to escape from the nest unaided. The screen must be centered exactly over the egg chamber to make it less likely for mammalian predators to burrow to the eggs from the side of the screen. Anchoring stakes should be placed along the edge of the screen such that they do not come in contact with the egg chamber.

Temporarily mark the location of the egg chamber by carefully placing a marker (must be thin enough to pass through the mesh of the screen) a very short distance into the sand above the egg chamber. Be sure that this marker is not inserted into the egg chamber. Replace the dry sand over this area to the depth present before you began excavation. Your temporary marker should be tall enough to extend above the sand level.

Level the surface of the sand in a 4' x 4' square centered on your temporary marker. If the screen is to be buried, remove 2" of surface sand from the 4' x 4' square. Place the screen on the smoothed sand. Remove the temporary marker. Using hooked stakes, secure the four corners of the screen. You may use tent stakes or make your own stakes of re-bar or some other durable material. Even though the corners of the screen should be well away from the egg chamber, do not drive the stakes at an angle in the direction of the egg chamber. If the screen was placed 2" below the normal sand surface, place the removed sand back on top of the screen after anchoring so that the egg chamber is at its original depth. In some areas, predators are very persistent and may dislodge screens with only four stakes. In this case, try using eight stakes and place the four additional stakes midway between the corners. If stakes are easily dislodged, longer stakes may be used.

Because stakes and/or screens may become partially or completely dislodged, they should be checked regularly. During the period of anticipated hatching, screens should be checked each morning just in case hatchlings become trapped by them. Please remove all screens from the beach after hatchling emergence is completed.

SHOREBIRD MONITORING PROCEDURES FOR MSCIP BARRIER ISLAND CONSTRUCTION ACTIVITIES

The following monitoring procedures will provide information necessary to evaluate project objectives for the MsCIP Barrier Island Restoration project. This plan proposes and builds upon existing data to establish a detailed baseline condition. This monitoring will continue during and post-construction to evaluate short-term and long-term response to the proposed restoration. These procedures will be updated as required to provide the necessary information to evaluate ecological success and inform the adaptive management program.

Biological

Shorebirds, Secretive Marsh Birds, and Associated Benthos

Threatened and endangered species, critical habitat, and nesting shorebirds must be monitored for this project to determine impacts pursuant to the Endangered Species Act and the Migratory Bird Treaty Act. This project is located within the boundaries of Gulf Islands National Seashore, whose barrier island beaches are listed as critical habitat for the Threatened Piping Plover and contains suitable habitat for the Threatened Red Knot. The U.S. Army Corps of Engineers (USACE) (and its Contractor and/or subcontractor) shall keep construction activities under surveillance, management, and control to prevent impacts to shorebirds and/or their nests. The Piping plover is a federally protected species that occurs in the construction area. The USACE and its Contractor may be held responsible for harming or harassing the birds, their eggs or their nests as a result of the construction. Eggs and chicks of beach-nesting birds blend in with their surroundings and are nearly invisible on the ground, making it easy for people and equipment to accidentally crush the eggs or kill young chicks; young chicks can get stuck in deep tire ruts, etc.

Monitoring includes bird identification, counts, habitat use, behavior observed, and GPS locations of the main groups of birds using the beach areas on West Ship Island and East Ship Island. Cat Island bird monitoring will be part of a separate contract and is not a part of Phase I work. The three main groups of birds are solitary nesters, colonial nesters, and winter migrants (including threatened Piping Plover and the threatened Red Knot). Species identification information will be provided by the U.S. Fish and Wildlife Service, (USFWS), Jackson, Mississippi. An NPS Biologist will be available for assistance if needed during all periods of the monitoring.

Specific time frames for monitoring will vary with the avian season, weather, and actual construction logistics. As the project moves from place to place, the Bird Monitor will also have to be able to move with the project and/or with the birds.

There are two avian seasons:

-**Migration/Mid-Winter** from July 15 to May 30. During this time, the Bird Monitor will focus on migratory shorebirds including Piping Plover and Red Knot, but should also report on other birds like osprey and eagle.

-**Nesting** from March to end of September. Monitoring for nesting birds is only required during

construction.

Monitoring for nesting shorebirds (during construction) will focus on colonial and solitary shorebird species but will also report on other birds like osprey and eagle. Species documented to nest on the Mississippi barrier islands include solitary nesting species such as: Wilson's Plover, Snowy Plover, Semi-palmated Plover, Willet and American Oystercatcher. Documented colonial species include: Least Tern, Gullbilled Tern, Royal Tern, Sandwich Tern, Common Tern and Black Skimmer.

1. Monitoring Periods:

a. During Construction:

The Contractor shall start this frequency of monitoring activity for a period of 2 weeks prior to work commencement and continue with this frequency until completion of the construction and the current bird season ends. A site survey should be conducted before the resumption of any break in activity.

- (1) Migration/Mid-Winter Shorebirds: Monitoring frequency a minimum of weekly throughout entire project area where sand will be placed on East and West Ship Islands, and Cat Island except in the event of adverse weather conditions.
- (2) Nesting Shorebirds: Monitoring frequency daily during active construction except in the event of adverse weather conditions. However, nesting surveys only need to take place within the project area where activities are ongoing or will be within 90 days prior to active construction in order to prevent impacts to nests/nesting activities. If a nest is found to impede construction work, the USACE must contact USFWS as soon as possible.

2. Visual Surveys and Survey Protocols:

Shorebird monitoring is dependent upon the avian season, shall include species, observed breeding behavior, nest location, chicks observed, and location of recently fledged chicks. Surveys shall be conducted during the dawn or dusk time frames by a trained or experienced Bird Monitor contractor, approved by the USACE/FWS. Bird monitoring should not take place immediately following turtle monitoring where birds have been disturbed by the use of ATVs.

Surveys should be conducted by traversing the length of the project/construction area and visually inspecting, using binoculars or spotting scope, for the presence of shorebirds exhibiting courtship or nesting behavior. The preferred method for monitoring is by foot patrol. During the construction phase, if an ATV or other vehicle is needed to cover large project areas, the vehicle must be operated at a speed <6 mph, shall be run at or below the high-tide line, and the Bird Monitor will stop at no greater than 200 meter intervals to visually inspect for nesting activity. An ATV will be used only on the unvegetated beach face of the new beach, not on the natural beach face of East Ship or West Ship Islands. Even with the use of an ATV, the Bird Monitor will use a drive and walk technique coupled with scanning ahead to detect secretive solitary nesting species. During post construction monitoring, an ATV will not be used, surveys will be conducted by foot or boat.

Surveys shall be conducted using survey protocols outlined here and the form provided.

- (1) **During Construction (Nesting):** A daily report of nesting shorebird monitoring and nest activity shall be kept by the contractor's Bird Monitor. Daily logs shall summarize each shorebird species observed (adults and chicks/fledglings) and provide a rough estimate of numbers of each species, the location of species (GPS coordinates preferred), leg bands (if applicable), and their activity (e.g. foraging, resting, nesting, courtship behavior, feeding chicks). In addition, daily logs shall summarize upon locating a dead or injured bird that may have resulted from direct or indirect results of the project, the USACE shall notify the USFWS as soon as possible (Paul Necaize: 228-493-6631, or paul_necaize@fws.gov). Care shall be taken in handling an injured bird, contact a local permitted wildlife rehabilitation center to ensure treatment or disposition of the dead bird. Banded birds should also be noted and recorded (color of bands and location on bird, i.e. one red band on lower right leg and one green band on upper right leg). All activity will be submitted in a report format, and provided within one week of data collection during construction. Contractor will also enter all data into the USACE Mobile District's database for MSCIP on a weekly basis.

Nesting season surveys for detecting new nesting activity will be completed prior to movement of equipment, operation of vehicles, or other activities that could potentially disrupt nesting behavior or cause harm to the birds or their eggs or young (see aforementioned 90 day requirement). Once nesting activity is confirmed by the presence of a scrape, eggs, or young, the USACE will notify the USFWS as soon as possible. This is only required when there is "new" nesting activity (this is defined as a new species seen and/or new area). Bird Monitor will install red wire flags in area identifying location until buffer zone is established (see number 3 below).

- (2) **During Construction, and Post Construction (Migration/Mid-Winter):** Monitoring will be done on a weekly basis during construction. The areas to be monitored should include the east tip of West Ship Island, specifically from the vegetation line to the water's edge and East Ship Island, specifically the from the edge of the forested area to the water's edge and covering the east tip, the south shore, and west tip. When construction timeframes are identified, the east shoreline of Cat Island from the vegetation line to the water's edge shall be monitored (Not included under Phase I Contract). A separate contract will be done to included Cat Island monitoring plans. Reports shall be submitted once a month during the construction time frames. Contractor will also enter all data into the USACE Mobile District's database for MSCIP on a monthly basis.

The following data shall be included in the surveys:

- a) Negative and positive survey data;
- b) Piping Plover and Red Knot locations with a Global Position System (GPS-decimal degrees, preferred);
- c) Habitat features used by Piping Plovers and Red Knots when seen (i.e. intertidal, fresh wrack, old wrack, dune, mid-beach, vegetation, other);
- d) Landscape features where Piping Plovers or Red Knots are located (i.e. Gulf of Mexico shoreline, bayside shorelines, inlet spit, tidal creek, shoals, lagoon shoreline, lakeside sand flats, ephemeral pools, etc.);

- e) Substrate used by Piping Plovers and Red Knots (i.e. sand, mud/sand, mud, algal mat, etc.);
 - f) Behavior of Piping Plovers or Red Knots (i.e. foraging, roosting, preening, bathing, flying, aggression, walking);
 - g) Color-bands seen on Piping Plovers or Red Knots;
 - h) All other shorebirds/waterbirds seen within the survey area.
3. **Buffer Zones:** A temporary, 300-foot buffer zone, or less as only approved via the Contracting Officer Representative and Mobile District Coastal Environmental Office, Ms. Jennifer Jacobson, who will contact the USFWS Paul Necaize: 228-493-6631, or paul_necaize@fws.gov, shall be created around any nesting or courtship behavior, or around areas where Piping Plovers, Red Knots, or winter migrants congregate in significant numbers. Designated buffer zones must be posted with clearly marked "Area Closed" signs around the perimeter and left undisturbed until nesting is completed or terminated, and the chicks fledge. No access to the nesting sites by humans, equipment under control of the Contractor (except limited access when approved by USFWS and accompanied by the Bird Monitor). Construction activities, movement of vehicles, or stockpiling of equipment are prohibited in the buffer zone. Buffer zones shall be increased if birds appear agitated or disturbed by construction or other activities in the adjacent area. Disturbed adult birds will attempt to drive a predator away by calling out, dive bombing, or dropping feces on the predators. Other times adult birds will pretend to have a broken wing to lure a predator away from their young.
4. **Equipment:** Travel corridors and staging areas outside of buffer zones near nesting sites shall be coordinated with the Corps of Engineers, Contracting Officer Representative and these areas shall be designated and marked outside the buffer areas. Heavy equipment, other vehicles or pedestrians may transit past nesting areas in the corridors.
5. **Shorebird Signs:** If nesting occurs within the construction area, the Contractor shall place and maintain a bulletin board in the contracting shed with the location map of the construction site showing the bird nesting areas and a warning, clearly visible, stating that "BIRD NESTING AREAS ARE PROTECTED BY THE MIGRATORY BIRD TREATY ACT."

Report Submission: The results of the daily shorebird monitoring and nest activities report shall be forwarded weekly or monthly (depending on the time of surveys) to the Contracting Officer Representative and the Mobile District Coastal Environment Office, Attn: Ms. Jennifer Jacobson, Jennifer.L.Jacobson@usace.army.mil, 251-690-2724.

MsCIP USFWS Biological
Opinion September 8, 2015
Terms and Conditions

for this project would be exceeded and the COE should reinitiate section 7 consultation with the Service as soon as possible.

- II. Monitoring protocols for manatees should be implemented as outlined in Appendix A.
- III. Monitoring for sea turtles should be conducted within sea turtle nesting and hatching season as outlined in Appendix B and as outlined in the Terms and Conditions.
- IV. Surveys for piping plovers and red knots should be conducted within the migrating and wintering seasons as outlined in Appendix C and as outlined in the Terms and Conditions.
- V. Diversity and abundance surveys of the intertidal benthic prey species community should be conducted as outlined in appendix C and as outlined in the Terms and Conditions.
- VI. A comprehensive report describing the actions taken to implement the RPMs and terms and conditions associated with this incidental take statement shall be submitted to the Service's Mississippi Field Office by June 30 of the year following completion of all required bird surveys, and December 31 of the year following completion of all required sea turtle surveys.

TERMS AND CONDITIONS

In order to be exempt from the prohibitions of section 9 of the Act, the COE shall execute the following terms and conditions, which implement the RPM's described above and outline required reporting/monitoring requirements. These terms and conditions are nondiscretionary.

I. *Marking Project Boundaries*

1. The COE should carefully survey and mark the boundaries of the entire project footprint on East and West Ship Islands and Cat Island.
2. Boundary markers should be semi-permanent such that they should be maintained throughout the active work areas and should persist until all construction-related activities are completed.
3. The Service's **Jackson MS Field Office** at **(601)965-4900** should be notified immediately if any work or project-related actions exceed the boundary markers on the islands throughout the various sand placement areas of the project, **so that reinitiation of section 7 consultation** can proceed as quickly and efficiently as possible to avoid delay in the project schedule.

II. *Monitoring protocols for Manatees Shall be Implemented as Outlined in Appendix A.*

III. *Monitoring for sea turtles should be conducted within sea turtle nesting and hatching season as outlined in Appendix B (Sea Turtle Monitoring Plan). Additional measures for sea turtles include:*

1. Beach quality sand suitable for sea turtle nesting, successful incubation, and hatchling emergence must be used on the project site.
2. The beach profile template for the sand placement project should be designed to mimic, native beach berm elevation and beach slopes landward and seaward of the equilibrated berm crest to the maximum extent possible.
3. If nests are constructed in the area of sand placement, the eggs must be relocated as outlined in Appendix B. Nest relocation will be on a pre-selected area of beach through coordination among FWS, NPS, and COE that is not expected to experience daily

inundation by high tides or known to routinely experience severe erosion and egg loss, predation, or subject to artificial lighting to the maximum extent possible.

4. During the nesting season, construction equipment and materials must be stored in a manner that will minimize impacts to sea turtles to the maximum extent practicable.
5. During the nesting season, lighting associated with the project must be minimized to the maximum extent possible but still comply with OSHA safety requirements to reduce the possibility of disrupting and misdirecting nesting and/or hatchling sea turtles.
6. Prior to the commencement of work, the COE shall submit a lighting plan for the dredge that will be used in the project. The plan shall include a description of each light source that will be visible from the beach and the measures implemented to minimize this lighting. Direct lighting of the beach and nearshore waters must be limited to the immediate construction area during peak nesting season (May 1 through September 30) and must comply with safety requirements. Lighting on all equipment must be minimized through reduction, shielding, lowering, and appropriate placement to avoid excessive illumination of the water's surface and nesting beach while meeting all Coast Guard, Corps EM 385-1-1, and OSHA requirements. Light intensity of lighting equipment must be reduced to the minimum standard required by OSHA for General Construction areas, in order to not misdirect sea turtles. Shields must be affixed to the light housing and be large enough to block light from all on-beach lamps from being transmitted outside the construction area or to the adjacent sea turtle nesting beach (Figure 14).

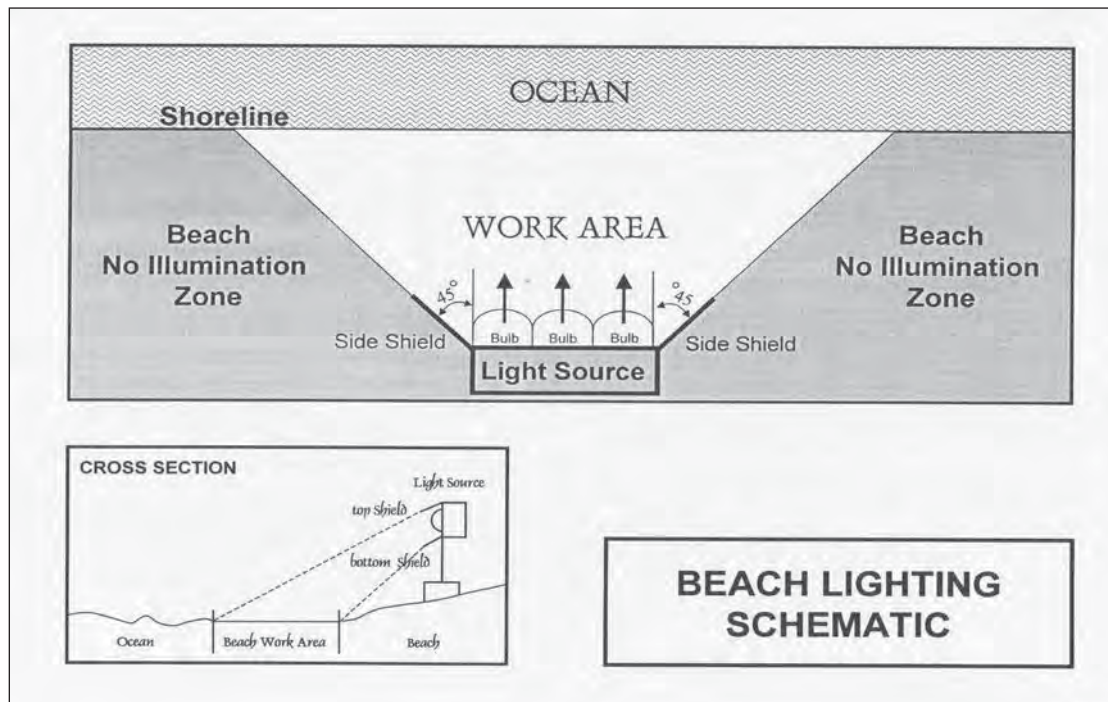


Figure 14 - Beach lighting schematic.

7. The placement and design of the dune must emulate the natural dune system to the maximum extent possible, including the dune configuration and shape.
8. No trash or food should be left on the island, utilize trash receptacles, leave no trace, and pack it in pack it out. All other construction debris should be confined to the staging area

and consist of construction debris during the construction period only, which will be removed when the construction period is over and demobilized.

9. For sea turtle nesting surveys during construction, a meeting between representatives of the contractor, the COE, the Service, the NPS, the Service permitted sea turtle surveyor, and other species surveyors, as appropriate, must be held prior to the commencement of work. At least 10 business days advance notice must be provided prior to conducting this meeting. The meeting will provide an opportunity for explanation and/or clarification of the sea turtle protection measures, as well as additional guidelines when construction occurs during the sea turtle nesting season, such as storing equipment, minimizing driving, and reporting within the work area, as well as follow-up meetings during construction. At that meeting the **COE** must provide the Service and the NPS with specific information on the actual project that is going to proceed (form on the following web link: <http://www.fws.gov/northflorida/SeaTurtles/Docs/Corp%20of%20Engineers%20Sea%20Turtle%20Permit%20Information.pdf>) and emailed to the Service at seaturtle@fws.gov.
10. Sand compaction [*sic* the shear strength of the beach sand] must be monitored in the area of sand placement during the post construction period, for up to 3 subsequent years. This should occur after the project is completed and outside of the turtle nesting season and prior to May 1 in subsequent years. The Service and NPS shall be notified when Post Construction monitoring starts.
 - a. The dynamic cone penetrometer (DCP) test method will be used to collect the shear strength (“compaction”) data for the preconstruction in situ beach conditions of the islands and the post-construction template fill. This data will be analyzed and compared using an appropriate statistical analysis to determine if tilling is necessary.
 - b. Shear strength testing stations must be located on shore-normal transects. Transects shall extend from the seaward base of the dune to the high water line (normal wrack line) at intervals separated no more than 500-feet within the sand placement template. One station must be at the seaward edge of the dune line (when material is placed in this area), and one station must be midway between the dune line and the high water line (normal wrack line) = 1 transect. There will be two test stations located on each of the transect lines.
 - c. For establishment of a pre-construction in situ shear strength baseline DCP measurements should be conducted on no less than thirty (30) transects per island (East Ship, West Ship and Cat Island). The testing station intervals should be no greater than five-hundred (500) feet apart. The purpose of the thirty (30) station minimum is to collect enough data to perform a statistical analysis of the results obtained from the DCP testing ($n \geq 30$).
 - d. Each testing station will include a cluster of three spatially-independent DCP sites tested to a minimum depth of eighteen inches (18”), logged at 6-inch deep

intervals. Replicates must be located as close to each other as possible, without interacting with the previous hole or disturbed sediments. The three replicate compaction values for each six (6) inch depth interval must be averaged to produce the final values for each station.

- e. The statistical significance of the difference between the shear strength of the in situ pre and post construction conditions should be determined through the application of the appropriate statistical analysis. The statistical methods of data analysis will be determined through the joint efforts of the Mobile District COE and the Service. The final DCP testing and statistical analysis procedures are also to be jointly agreed upon by the Mobile District COE and the Service.
- f. The in situ shear strength of the pre-construction stations and post construction stations will be compared according to the depth at which the measurements were taken, e.g., the DCP measurements at a depth of six (6) inches from station X will be compared to the DCP measurements at a depth of six inches at station Y. If the average value for any six (6) inch depth interval exceeds the pre-construction value as established by the methods described in this document for any two or more adjacent stations, further coordination with the Service should occur to determine if tilling shall be required. If only a small area of the constructed project is found to be statistically different from the pre project conditions then tilling will not be required. A report on the pre and post construction results of the in situ shear strength condition of the beach sediments will be submitted to the Service.
- g. An electronic copy of the results of the shear strength (compaction) monitoring must be submitted to the Service and the NPS prior to any tilling actions being taken or if a request not to till is made based on shear strength (compaction) results. Report should include size of areas failing the compaction test and compare percentage of those sites that were compacted (failed the compaction test) to percent non-compacted area (those that passed the compaction test). The variance between the pre and post project conditions will be reported to the Service and the NPS. The Service and the NPS will review the Compaction Sampling Report and determine whether tilling is needed to decrease the compaction. Allow two weeks for the Service and the NPS to make a determination whether tilling is needed.
- h. If the project site fails to meet the mean threshold value of the reference site(s), a decision will be made via coordination with the Service and NPS whether tilling is necessary. If tilling is necessary, the COE will submit a plan of equipment to use and method of island access for Service and NPS approval. If tilling is needed, the area must be tilled to a depth of 24 inches. Each pass of the tilling activity must be

overlapped to allow more thorough and even tilling. All tilling activity must be completed at least once outside of turtle nesting season and prior to the beginning of sea turtle nesting season (prior to May 1).

- i. If required, tilling must occur landward of the wrack line and avoid all vegetated areas 3 square feet or greater with a 3 foot buffer around the vegetated areas and at least 10 feet from the toe of the vegetated dune line. (NOTE: If tilling occurs during shorebird nesting season (March 1-September 15), shorebird surveys prior to tilling are required per the Migratory Bird Treaty Act; see <http://myfwc.com/media/1393838/BeachNestingBirdsBrochure.pdf>)

12. Visual surveys for escarpments along the project area must be made during the post construction period outside of turtle nesting season and prior to May 1 for 3 subsequent years post construction. Escarpment surveys should include the height and length of escarpments observed must be shared with the Service and NPS.

Escarpments that interfere with sea turtle nesting or that exceed 18 inches in height for a distance of 100 feet or more must be leveled and the beach profile must be reconfigured to mimic native beach slopes to minimize scarp formation during the post construction period but outside of turtle nesting season. If the post construction period ends during turtle nesting season, coordination with the USFWS and NPS will be conducted no later than the following January and a decision will be made whether escarpment removals are necessary. All escarpment removal activities must be completed before the following sea turtle nesting season begins, which is prior to May 1. Any escarpment removal must be reported by location. Escarpments must be reconfigured to mimic native beach slopes while protecting nests that have been relocated or left in place. The Service and the NPS will be notified and provided a report from the escarpment surveys if subsequent reformation of escarpments that interfere with sea turtle nesting or that exceed 18 inches in height for a distance of 100 feet occurs during the nesting and hatching season (May 1 through November 30), to determine the appropriate action to be taken. If it is determined that escarpment leveling is required during the nesting or hatching season, the Service, after coordination with the NPS, will provide a brief written authorization within 30 days that describes methods to be used to reduce the likelihood of impacting existing nests. An annual summary of escarpment surveys and actions taken must be submitted to the Service with a copy to the NPS. This condition must be coordinated with the Service and the NPS post construction to verify whether or not this condition will be required. Factors considered when determining whether escarpment removal will be necessary will be determined within the year that the project is completed and prior to May 1 and continue annually for the duration of the project and up to 3 years post construction.

13. Meetings: Annually, no later than each January during construction and for 3 years post construction, the Service, the COE, and the NPS will meet to review escarpment formation, beach compaction, and other beach conditions to determine actions necessary to insure that the project beaches contain viable sea turtle nesting habitat. Some of the parameters to consider in determining the feasibility of tilling are: percent of beach face

compacted, island access points and travel routes, timing with bird nesting seasons, control of windblown sand, and identification of the minimum sized equipment that can effectively accomplish the task. Some of the parameters to consider in determining the feasibility of escarpment removal are: evaluating mechanical escarpment removal, and the length and height of escarpments compared to the length of beach with a natural slope.

14. Memorandum of Understanding:

The Memorandum of Understanding in place will serve as an agreement between the COE, the NPS and the USFWS, that all parties will work together to achieve compliance with the terms and conditions of the BO while minimizing environmental impacts. Moreover that all parties agree that they will implement all reasonable measures to resolve any issues to comply with the terms and conditions of the BO for the MsCIP Barrier Island Restoration Project such as the post-construction monitoring activities, including the logistics of escarpment removals, compaction tilling, associated surveys, turtle nests relocations, access routes to Ship or Cat Island and travel corridors necessary to move equipment to the work site and post-construction monitoring activities. If the listed agencies are unable to agree to resolve any of these issues such that it affects the COE's ability to be in compliance with the BO's terms and conditions; the USFWS agrees to re-consult with COE to insure ESA compliance.

IV. Monitoring for piping plovers and red knots should be conducted within sea turtle nesting and hatching season as outlined in Appendix C. Additional measures for piping plovers and red knots include:

1. A survey schedule (with dates) is listed in Appendix C. The Service recognizes that given the remoteness of the project area and the potential for inclement weather conditions during the piping plover and red knot migration and wintering season, surveys may be difficult to achieve. If conditions require a deviation from the survey schedule outlined in Appendix C, such information should be carefully documented in a detailed monitoring plan, including an explanation why any deviation from the recommended schedule was deemed necessary.
2. Piping plover and red knot identification, especially when in non-breeding plumage, can be difficult. Qualified personnel with shorebird/habitat survey experience must conduct the required survey work. Piping plover and red knot monitors must be capable of detecting and recording locations of roosting and foraging birds, and documenting observations in legible, complete field notes. Aptitude for monitoring includes keen powers of observation, familiarity with avian biology and behavior, experience observing birds or other wildlife for sustained periods, tolerance for adverse weather, experience in data collection and management, and patience.
3. At a minimum, binoculars, a global positioning system (GPS) unit, a 10-60x spotting scope with a tripod, and datasheet used in preconstruction surveys thus far should be used to conduct the surveys.

4. Negative (i.e., no plovers or knots seen) and positive survey data shall be recorded and reported.
5. Piping plover and red knot locations shall be recorded with a GPS unit set to record in decimal degrees in universal transverse mercator (UTM) North American Datum 1983 (NAD83).
6. Habitat, landscape, and substrate features used by piping plovers and red knots when seen shall be recorded.
7. Behavior of piping plovers and red knots (e.g., foraging, roosting, preening, bathing, flying, aggression, walking) shall be documented.
8. Any bands/flags seen on piping plovers and red knots shall also be carefully documented, and should also be reported according to the information found at the following websites. Information regarding piping plover band/flag observations can be found at: http://www.fishwild.vt.edu/piping_plover/Protocols_final_draft.pdf, http://www.waterbirds.umn.edu/Piping_Plovers/piping2.htm, and <http://www.fws.gov/northeast/pipingplover/pdf/BahamasBandReporting2010.pdf>. Information regarding red knot band/flag observations can be found at: <http://www.bandedbirds.org/Reporting.html>, <http://www.flshorebirdalliance.org/resources-pages/bands.html>, and <http://www.pwrc.usgs.gov/bbl/>.

V. Requirements for surveying benthic prey species

1. Qualified personnel with sediment/macroinvertebrate sampling experience must conduct the benthic prey species surveys.
2. A baseline macroinvertebrate survey is required to be conducted during the December/January timeframe of the wintering season. Additional surveys will be conducted during the same time of year between **3 to 5 years** post-construction during normal conditions (ie. not following a significant hurricane event) to determine benthic prey species recovery. Depending on the degree of recovery, a second post-construction sampling event may be warranted (see success criteria defined in the Long Term Monitoring and Adaptive Management Plan developed through an interagency effort for this project).
3. Sampling will be conducted using a basic before and after control and impact design method. Sampling will be coordinated with piping plover and red knots foraging observations based on low tide surveys.
4. In addition to recording benthic species abundance and diversity, a qualitative measure of sediment characteristics (sand, shell, mud) should also be recorded.
5. An appropriate detailed sampling methodology and schedule should be developed in coordination with the Service prior to initiating pre-construction and post-construction surveys.
6. A report, including all data, should be submitted to the USFWS and the NPS upon completion of each benthic survey.

VI. Reporting Requirements

1. Due to the duration between receiving construction funds and letting out contracts, the remoteness of the project area, weather conditions, potential logistical constraints, and the need to closely coordinate with Service and NPS staff. Periodic monitoring reports should be submitted to the Service as outlined in the attached appendices containing monitoring guidelines.
2. Incorporate all data collected into an appropriate database.
3. In addition to routine monitoring reports as outlined in the attached appendices containing monitoring guidelines a comprehensive report describing the actions taken to implement the RPMs and terms and conditions associated with this incidental take statement shall be submitted to the Service's MS Field Office by June 30 of the year following completion of all required bird surveys, and December 31 of the year following completion of all required sea turtle surveys.
4. If the COE foresees any problematic issues that would require a change in the recommended survey schedule due to work conditions or project delays, the COE should immediately notify the Service's **Jackson MS Field Office** at **(601)965-4900** so that we can resolve/correct any such issues.
5. At least two months prior to mobilization of construction equipment, the COE should notify the Service in writing. That notification should include whether there are any changes in the anticipated project footprint or design.

COORDINATION OF INCIDENTAL TAKE STATEMENT WITH OTHER LAWS, REGULATIONS, AND POLICIES

Migratory Bird Treaty Act (MBTA)

The MBTA implements various treaties and conventions between the U.S., Canada, Japan, Mexico, and the former Soviet Union for the protection of migratory birds. Under the provisions of the MBTA it is unlawful "by any means or manner to pursue, hunt, take, capture or kill any migratory bird except as permitted by regulations issued by the Service. The term "take" is not defined in the MBTA, but the Service has defined it by regulation to mean to pursue, hunt, shoot, wound, kill, trap, capture or collect any migratory bird, or any part, nest or egg or any migratory bird covered by the conventions or to attempt those activities.

In order to comply with the MBTA and potential for this project to impact nesting shorebirds, the COE should follow the Service and NPS's guidelines (Appendix C) to protect against impacts to nesting shorebirds during implementation of this project. Please note that a bird abatement plan may be necessary to avoid disturbance to nesting water birds and shorebirds.

The Service will not refer the incidental take of piping plovers or red knots associated with this project for prosecution under the Migratory Bird Treaty Act of 1918, as amended (16 U.S.C. 703-712), if such take is in compliance with the terms and conditions specified here.

CONSERVATION RECOMMENDATIONS

Section 7(a)(1) of the Act directs Federal agencies to utilize their authorities to further the purposes of the Act by carrying out conservation programs for the benefit of endangered and

Standard Manatee Conditions

STANDARD MANATEE CONSTRUCTION CONDITIONS

April 2003

- a. The lessee/grantee shall instruct all personnel associated with the project of the potential presence of manatees and the need to avoid collisions with manatees. All construction personnel are responsible for observing water-related activities for the presence of manatees.
- b. The lessee/grantee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972 and the Endangered Species Act of 1973.
- c. Siltation barriers shall be made of material in which manatees cannot become entangled, are properly secured, and are regularly monitored to avoid manatee entrapment. Barriers must not block manatee entry to, or exit from, essential habitat.
- d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- e. If manatees are seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure their protection. These precautions shall include the operation of all moving equipment no closer than 50 feet of a manatee. Operation of any equipment closer than 50 feet to a manatee shall necessitate immediate shutdown of that equipment. Activities will not resume until the manatee(s) has departed the project area of its own volition.
- f. Any collision with and/or injury to a manatee shall be reported immediately to Mr. Paul Necaie at (228) 493-6631 of the U.S. Fish and Wildlife Service in Jackson, Mississippi.
- g. Temporary signs concerning the manatees shall be posted prior to and during all construction/dredging activities. All signs are to be removed by the lessee/grantee upon completion of the project. A sign measuring at least 3 ft. by 4 ft. which reads *Caution: Manatee Area* will be posted in a location prominently visible to water related construction crews. A second sign should be posted if vessels are associated with the construction, and should be placed visible to the vessel operator. The second sign should be at least 8'.6" by 11" which reads *Caution: Manatee Habitat. Idle speed is required if operating a vessel #7 the construction area. All equipment must be shutdown if a manatee comes within 50 feet of operation. Any collision with and/or injury to a manatee shall be reported immediately to the U.S. Fish and Wildlife Service in Jackson, Mississippi (228-493-6631).*

Turbidity Monitoring Report

TURBIDITY MONITORING REPORT
IRVINGTON SITE OFFICE
CONTRACT NUMBER:

=====

DATE: _____ REPORT NO. # _____

TIME OF DAY SAMPLE TAKEN: _____ hrs

WEATHER CONDITIONS:

DIRECTION OF WATER FLOW: _____ TIDAL STAGE: _____

WATER TEMP: _____ ° WIND SPEED _____ (MPH)

WAVE CONDITIONS (CALM, CHOPPY, ROUGH): _____

=====

TURBIDITY MEASUREMENT TAKEN APPROX. _____ FT. FROM DREDGE

TURBIDITY MEASUREMENT TAKEN APPROX. _____ FT. FROM DISCHARGE

DISCHARGE IS APPROX. _____ FT FROM DREDGE WITH AZIMUTH _____ °

DEPTH AT DREDGE: _____ FT. DEPTH AT DISCHARGE: _____ FT.

SURFACE TURBIDITY AT DREDGE: _____ NTU

MID-DEPTH TURBIDITY AT DREDGE: _____ NTU

SURFACE TURBIDITY AT DISCHARGE: _____ NTU D/A #: 11, SECTION 1a

MID-DEPTH TURBIDITY AT DISCHARGE: _____ NTU

=====

BACKGROUND TURBIDITY TAKEN APPROX. _____ FT FROM DREDGE

AZIMUTH FROM DREDGE: _____ °

WATER DEPTH: _____ FT

SURFACE TURBIDITY: _____ NTU MID-DEPTH TURBIDITY: _____ NTU

=====

REMARKS (VISIBLE PLUME, ETC.): Sea too rough for samples _____

INSPECTOR: _____

APPENDIX C
TEMPLATE FILL VOLUMES
FOR
CAT ISLAND RESTORATION

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APPENDIX B, TEMPLATE FILL VOLUMES FOR CAT ISLAND RESTORATION

Baseline Station (FT.)	-46	-46	Cumulative Volume (C.Y.)
	Allowable Maintenance Area (S.F.)	Allowable Maintenance Volume (C.Y.)	
0+00.00	0	0	0.0
2+00.00	6.1	22.7	22.7
3+51.30	3092	8680.4	8703.1
4+00.00	4190.9	6568	15271.1
6+00.00	6103.4	38126.8	53397.9
8+00.00	6246.1	45738.9	99136.8
10+00.00	6469.6	47095.1	146231.9
12+00.00	6727.2	48876.8	195108.7
14+00.00	6826.6	50199.4	245308.1
15+21.26	6914.6	30858	276166.1
16+00.00	7009.2	20301.8	296467.9
18+00.00	7225.6	52721.5	349189.4
20+00.00	7222.1	53509.9	402699.3
22+00.00	7179	53337.2	456036.5
23+55.31	7108.1	41091.4	497127.9
24+00.00	7015.2	11688	508815.9
26+00.00	6710.8	50836.9	559652.8
28+00.00	6303.1	48199.5	607852.3
30+00.00	5974.6	45472.8	653325.1
32+00.00	5701.5	43244.8	696569.9
34+00.00	5440.3	41265.9	737835.8
36+00.00	5187.5	39362	777197.8
38+00.00	4916.5	37422.3	814620.1
40+00.00	4637	35383.6	850003.7
42+00.00	4343.7	33261.9	883265.6
43+78.49	4077.9	27836.6	911102.2
44+00.00	4110.7	3261.5	914363.7
46+00.00	4051.2	30229.1	944592.8
48+00.00	3862.1	29308.3	973901.1
50+00.00	3695.2	27989.7	1001890.8
52+00.00	3550.4	26835.5	1028726.3
54+00.00	3356	25579.5	1054305.8
56+00.00	3285.8	24599.5	1078905.3
57+91.14	3156.2	22802.9	1101708.2
58+00.00	3077.9	1022.4	1102730.6
60+00.00	2938.4	22282.8	1125013.4
60+91.99	2866.5	9888.9	1134902.3
62+00.00	2757.9	11249.9	1146152.2
64+00.00	2781.7	20516.9	1166669.1
66+00.00	2792	20643.4	1187312.5

68+00.00	2783.9	20651.6	1207964.1
69+40.79	2760.7	14455.9	1222420.0
70+00.00	2696.2	5983.4	1228403.4
72+00.00	2648.8	19796.2	1248199.6
74+00.00	2613.5	19490	1267689.6
76+00.00	2583.6	19248.7	1286938.3
78+00.00	2541	18980	1305918.3
80+00.00	2629.9	19151.3	1325069.6
82+00.00	2681.2	19670.6	1344740.2
84+00.00	2738.4	20072.7	1364812.9
86+00.00	2797.4	20503.1	1385316.0
87+06.30	2656.3	10735.7	1396051.7
88+00.00	2617.9	9151.7	1405203.4
89+40.79	2562.7	13506.8	1418710.2
90+00.00	2451.1	5497.6	1424207.8
92+00.00	2113	16904.3	1441112.1
94+00.00	1817.3	14556.9	1455669.0
96+00.00	1614.4	12710.3	1468379.3
98+00.00	1745.7	12445	1480824.3
100+00.00	1909.1	13536.4	1494360.7
100+35.90	1941.3	2559.8	1496920.5
102+00.00	1956.7	11845.5	1508766.0
103+05.61	1995.7	7729.6	1516495.6
104+00.00	2134.5	7219.7	1523715.3
106+00.00	2130.4	15796.1	1539511.4
108+00.00	2117	15731.3	1555242.7
110+00.00	2091.5	15587	1570829.7
112+00.00	2085.9	15471.9	1586301.6
114+00.00	2047.1	15307.4	1601609.0
116+00.00	2018.7	15058.2	1616667.2
118+00.00	2015.4	14941.1	1631608.3
120+00.00	2036.5	15007.1	1646615.4
122+00.00	2043.4	15110.7	1661726.1
124+00.00	2075.8	15256.3	1676982.4
126+00.00	2113.8	15517.2	1692499.6
126+24.98	2119	1957.8	1694457.4
128+00.00	2027.2	13438.6	1707896.0
130+00.00	2041.5	15069.3	1722965.3
132+00.00	1984.5	14911.1	1737876.4
134+00.00	1952.5	14581.6	1752458.0
136+00.00	1932	14387.2	1766845.2
137+15.00	1732.3	7803.8	1774649.0
138+00.00	1738.7	5463.7	1780112.7
140+00.00	1750.7	12923.9	1793036.6
142+00.00	1754	12980.3	1806016.9
144+00.00	1748.3	12971.5	1818988.4
146+00.00	1527.4	12132.4	1831120.8

148+00.00	1723.6	12040.9	1843161.7
148+53.79	1776	3486.3	1846648.0
150+00.00	1614.5	9179.8	1855827.8
152+00.00	1429.7	11274.8	1867102.6
154+00.00	1267.7	9990.4	1877093.0
156+00.00	1210.1	9177.2	1886270.2
158+00.00	1104.9	8574.1	1894844.3
160+00.00	725.2	6778.3	1901622.6
160+68.65	591.9	1674.4	1903297.0
162+00.00	353.1	2298.7	1905595.7
163+00.00	192.9	1011.3	1906607.0
163+25.00	159.1	163	1906770.0
164+00.00	0	221	1906991.0

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APPENDIX D

HAZARD

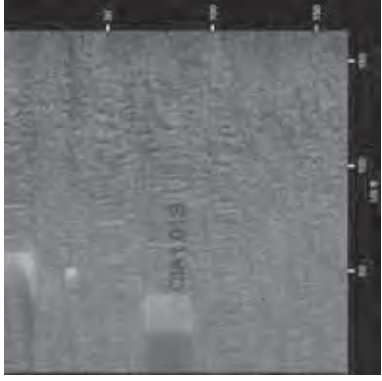
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Cat Island Access Corridor 1 Magnetic Anomaly Statistics

Anomaly	Potentially Significant	Centroid Easting (NAD83 SP M5-E)	Centroid Northing (NAD83 SP M5-E)	Composition	Survey Lines Crossed	Declination	Size Pole-to-Pole (feet)	Size Max Across Poles (feet)	Size Max Across Midline (feet)	Amplitude Raw Positive (gammas)	Amplitude Raw Negative (gammas)	Amplitude Relative Positive (gammas)	Amplitude Relative Negative (gammas)	Amplitude Ratio (Neg:Pos)	Amplitude Gradient (gammas/foot)	SSS Contact	Source	Avoidance Radius (Center to Edge) (feet)
CIA1 01M	No	914,541.29	268,452.04	MP	1	NA	NA	68	82	47,570	NA	14	NA	NA	NA	NO	UNK	NA
CIA1 02M	No	915,498.97	268,122.10	MP	1	NA	NA	19	34	47,568	NA	12	NA	NA	NA	NO	UNK	NA
CIA1 03M	No	916,325.72	268,061.27	MP	1	NA	NA	36	72	47,587	NA	29	NA	NA	NA	NO	UNK	NA
CIA1 04M	No	916,663.76	268,280.53	DP	1	102	21	36	47	47,572	47,548	17	-7	1:2.4	1	NO	UNK	NA
CIA1 05M	No	917,591.20	267,968.22	DP	1	286	17	85	109	47,583	47,477	28	-77	2.8:1	6	NO	UNK	NA

Cat Island Access Corridor 1 Acoustic Contact

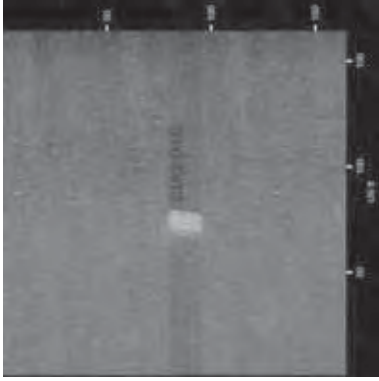
CIA1.01S	7/24/2015 6:34:26 PM	30.2360020404	-89.0416876034
----------	----------------------	---------------	----------------

Target Image	Target Info	User Entered Info
	<p>CIA1.01S</p> <ul style="list-style-type: none"> Sonar Time at Target: 7/24/2015 6:34:26 PM <ul style="list-style-type: none"> Click Position 30.2360020404 -89.0416876034 (WGS84) (X) 918454.17 (Y) 267716.91 (Projected Coordinates) Map Projection: MS83-EF Ping Number: 202467 Range to target: 131.47 US ft Fish Height: 17.60 US ft Heading: 104.500 Degrees Line Name: CIA1.2 	<p>Dimensions and attributes</p> <ul style="list-style-type: none"> Target Width: 22.57 US ft Target Height: 2.32 US ft Target Length: 18.34 US ft Target Shadow: 20.17 US ft <ul style="list-style-type: none"> Mag Anomaly: N Avoidance Area: N Classification1: Unknown Area: MSCIP Block: Cat Island Access 1 Description:

**Cat Island Access Corridor 2 Contained No
Magnetic Anomalies**

Cat Island Access Corridor 2 Acoustic Contact

CIA2.01S	7/24/2015 4:02:15 PM	30.2270803963	-89.0555756093
----------	----------------------	---------------	----------------

Target Image	Target Info	User Entered Info
	<p>CIA2.01S</p> <ul style="list-style-type: none"> • Sonar Time at Target: 7/24/2015 4:02:15 PM <ul style="list-style-type: none"> • Click Position 30.2270803963 -89.0555756093 (WGS84) (X) 914062.15 (Y) 264480.55 (Projected Coordinates) • Map Projection: MS83-EF • Ping Number: 70171 • Range to target: 87.97 US ft • Fish Height: 15.64 US ft • Heading: 109.690 Degrees • Line Name: CIA2_1 	<p>Dimensions and attributes</p> <ul style="list-style-type: none"> • Target Width: 7.70 US ft • Target Height: 5.26 US ft • Target Length: 15.22 US ft • Target Shadow: 45.32 US ft <ul style="list-style-type: none"> • Mag Anomaly: N • Avoidance Area: N • Classification1: Unknown <ul style="list-style-type: none"> • Area: MSCJP • Block: Cat Island Access 2 <ul style="list-style-type: none"> • Description:

Cat Island Access Corridor 3 Magnetic Anomaly Statistics

Anomaly	Potentially Significant	Centroid Easting (NAD83 SP MS-E)	Centroid Northing (NAD83 SP MS-E)	Composition	Survey Lines Crossed	Declination	Size Pole-to-Pole (feet)	Size Max Across Poles (feet)	Size Max Across Midline (feet)	Amplitude Raw Positive (gammas)	Amplitude Raw Negative (gammas)	Amplitude Relative Positive (gammas)	Amplitude Relative Negative (gammas)	Amplitude Ratio (Neg:Pos)	Amplitude Gradient (gammas/foot)	SSS Contact	Source	Avoidance Radius (Center to Edge) (feet)
CIA3.01M	No	908,481.55	261,436.80	MP	1	NA	NA	47	84	47,590	NA	28	NA	NA	NA	NO	UNK	NA
CIA3.02M	No	910,432.63	260,946.11	DP	1	287	21	75	83	47,630	47,520	70	-40	1:1.8	5	NO	UNK	NA

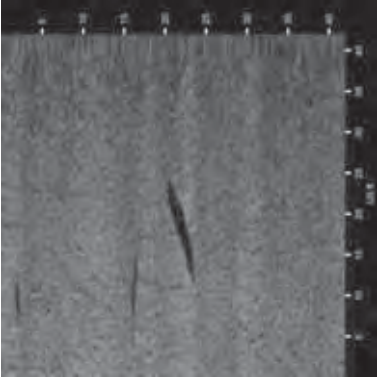
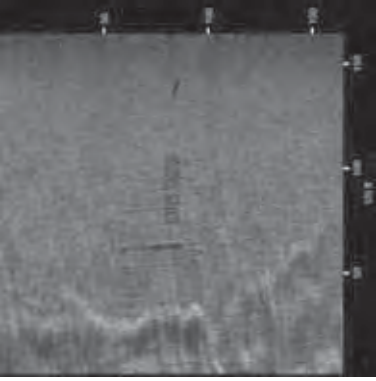
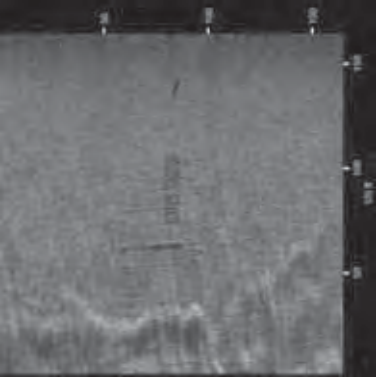
Cat Island Access Corridor 3 Contained No Acoustic Anomalies

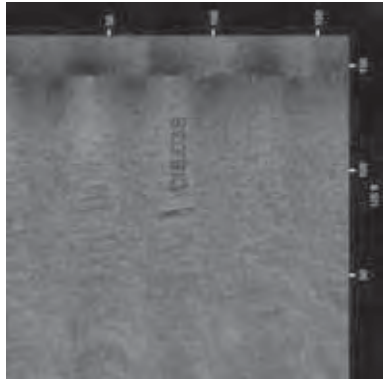
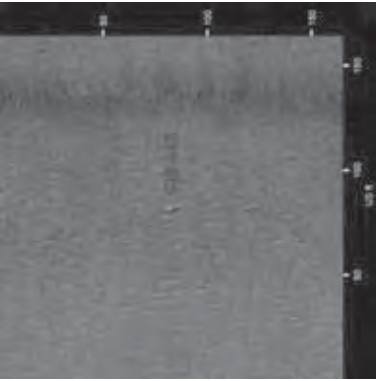
Cat Island Buffer Magnetic Anomaly Statistics

Anomaly	Potentially Significant	Centroid Easting (NAD83 SP MS-E)	Centroid Northing (NAD83 SP MS-E)	Composition	Survey Lines Crossed	Declination	Size Pole-to-Pole (feet)	Size Max Across Poles (feet)	Size Max Across Midline (feet)	Amplitude Raw Positive (gammas)	Amplitude Raw Negative (gammas)	Amplitude Relative Positive (gammas)	Amplitude Relative Negative (gammas)	Amplitude Ratio (Neg:Pos)	Amplitude Gradient (gammas/foot)	SSS Contact	Source	Avoidance Radius (Center to Edge) (feet)
CIB.01M	No	911,500.32	259,065.14	MP	1	NA	NA	57	79	NA	47,515	NA	-17	NA	NA	NO	UNK	NA
CIB.02M	No	918,761.25	266,877.87	MP	1	NA	NA	66	102	NA	47,506	NA	-20	NA	NA	NO	UNK	NA
CIB.03M	No	919,184.18	267,449.74	MP	1	NA	NA	60	94	47,585	NA	45	NA	NA	NA	NO	UNK	NA

Cat Island Buffer Acoustic Contacts

CIB.01S	7/22/2015 9:34:34 PM	30.2094369827	-89.0599695520
CIB.02S	7/22/2015 6:36:39 PM	30.2120264670	-89.0553425840
CIB.03S	7/22/2015 9:46:22 PM	30.2143968595	-89.052051429
CIB.04S	7/23/2015 5:30:04 PM	30.2307742621	-89.0441817757

<p>Target Image</p> 	<p>Target Info</p> <p>CIB.01S</p> <ul style="list-style-type: none"> • Sonar Time at Target: 7/22/2015 9:34:34 PM • Click Position <ul style="list-style-type: none"> • 30.2094369827 -89.0599695520 (WGS84) (X) 912661.69 (Y) 258066.66 (Projected Coordinates) • Map Projection: MS83-EF • Ping Number: 161646 • Range to target: 19.51 US ft • Fish Height: 21.03 US ft • Heading: 228.690 Degrees • Line Name: CIB07.1 	<p>User Entered Info</p>
	<p>CIB.02S</p> <ul style="list-style-type: none"> • Sonar Time at Target: 7/22/2015 6:36:39 PM • Click Position <ul style="list-style-type: none"> • 30.2120264670 -89.0553425840 (WGS84) (X) 914125.07 (Y) 259005.53 (Projected Coordinates) • Map Projection: MS83-EF • Ping Number: 6979 • Range to target: 97.88 US ft • Fish Height: 21.52 US ft • Heading: 38.090 Degrees • Line Name: CIB01 	<p>Dimensions and attributes</p> <ul style="list-style-type: none"> • Target Width: 0.26 US ft • Target Height: 2.92 US ft • Target Length: 12.85 US ft • Target Shadow: 4.62 US ft • Mag Anomaly: N • Avoidance Area: N • Classification1: Unknown • Area: MSCIP • Block: Cat Island Buffer • Description:
	<p>Dimensions and attributes</p> <ul style="list-style-type: none"> • Target Width: 1.96 US ft • Target Height: 0.75 US ft • Target Length: 19.80 US ft • Target Shadow: 3.63 US ft • Mag Anomaly: N • Avoidance Area: N • Classification1: Unknown • Area: MSCIP • Block: Cat Island Buffer • Description: 	

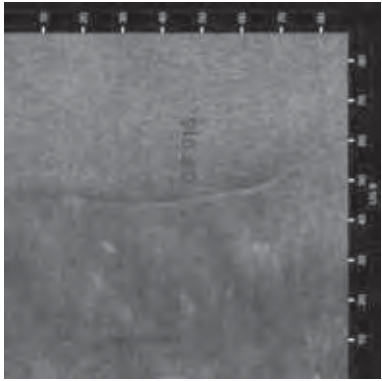
	<p>CIB.03S</p> <ul style="list-style-type: none"> • Sonar Time at Target: 7/22/2015 9:46:22 PM • Click Position <ul style="list-style-type: none"> • 30.2143968595 -89.0552051429 (WGS84) (X) 914170.16 (Y) 259867.52 (Projected Coordinates) • Map Projection: MS83-EF • Ping Number: 171909 • Range to target: 62.70 US ft • Fish Height: 19.88 US ft • Heading: 31.390 Degrees • Line Name: CIB08 	<p>Dimensions and attributes</p> <ul style="list-style-type: none"> • Target Width: 1.20 US ft • Target Height: 0.78 US ft • Target Length: 17.50 US ft • Target Shadow: 2.69 US ft • Mag Anomaly: N • Avoidance Area: N • Classification1: Unknown • Area: MSCIP • Block: Cat Island Buffer • Description:
	<p>CIB.04S</p> <ul style="list-style-type: none"> • Sonar Time at Target: 7/23/2015 5:30:04 PM • Click Position <ul style="list-style-type: none"> • 30.2307742621 -89.0441817757 (WGS84) (X) 917663.01 (Y) 265817.10 (Projected Coordinates) • Map Projection: MS83-EF • Ping Number: 163911 • Range to target: 53.74 US ft • Fish Height: 17.08 US ft • Heading: 241.500 Degrees • Line Name: CIB40 	<p>Dimensions and attributes</p> <ul style="list-style-type: none"> • Target Width: 2.49 US ft • Target Height: 0.79 US ft • Target Length: 7.32 US ft • Target Shadow: 2.74 US ft • Mag Anomaly: N • Avoidance Area: N • Classification1: Unknown • Area: MSCIP • Block: Cat Island Buffer • Description: Possible animal

Cat Island Fill Template Magnetic Anomaly Statistics

Anomaly	Potentially Significant	Centroid Easting (NAD83SP (MS-E))	Centroid Northing (NAD83SP (MS-E))	Composition	Survey Lines Crossed	Declination	Size Pole-to-Pole (feet)	Size Max Across Poles (feet)	Size Max Across Midline (feet)	Amplitude Raw Positive (gammas)	Amplitude Raw Negative (gammas)	Amplitude Relative Positive (gammas)	Amplitude Relative Negative (gammas)	Amplitude Ratio (Neg:Pos)	Amplitude Gradient (gammas/foot)	SSS Contact	Source	Avoidance Radius (Center to Edge) (feet)
CIF.01M	No	901,050.65	256,607.47	DP	1	260	14	37	52	47,586	47,494	38	-55	1.4:1	7	NO	UNK	NA
CIF.02M	No	901,219.36	256,886.65	MP	1	NA	NA	12	24	47,572	NA	22	NA	NA	NA	NO	UNK	NA
CIF.03M	Yes	903,282.42	256,855.40	MC	3	31	24	300	298	50,589	45,557	3,039	-1,992	1.1:5	210	NO	UNK	394
CIF.04M	No	903,460.88	257,186.07	MP	1	NA	NA	16	36	NA	47,532	NA	-17	NA	NA	NO	UNK	NA
CIF.05M	No	901,899.50	258,049.68	DP	1	41	25	47	40	47,547	47,540	6	-12	2:1	1	NO	UNK	NA
CIF.06M	No	901,916.77	258,011.28	MC	1	NA	NA	56	28	47,583	47,542	33	-8	NA	NA	NO	UNK	NA
CIF.07M	No	902,258.04	258,290.30	MP	1	NA	NA	71	54	47,812	NA	261	NA	NA	NA	NO	UNK	NA
CIF.08M	No	902,875.68	258,683.13	DP	2	313	20	54	20	47,573	47,532	23	-19	1.1:2	2	NO	UNK	NA
CIF.09M	No	903,045.61	258,917.65	DP	2	89	27	139	112	49,339	47,528	1,787	-24	1.74	67	NO	UNK	NA
CIF.10M	No	904,164.93	257,929.01	MP	2	NA	NA	88	187	47,586	NA	41	NA	NA	NA	NO	UNK	NA
CIF.11M	No	904,025.32	258,079.14	DP	1	195	8	38	57	47,631	47,523	83	-25	1:3:3	14	NO	UNK	NA
CIF.12M	No	904,518.86	258,114.64	MP	1	NA	NA	123	134	47,775	NA	225	NA	NA	NA	NO	UNK	NA
CIF.13M	No	904,323.34	258,502.82	MP	1	NA	NA	50	54	47,566	NA	19	NA	NA	NA	NO	UNK	NA
CIF.14M	No	904,810.02	258,976.50	MP	1	NA	NA	21	37	47,563	NA	15	NA	NA	NA	NO	UNK	NA
CIF.15M	Yes	905,128.21	259,304.66	MC	2	NA	NA	302	192	47,688	47,219	138	-332	NA	NA	NO	UNK	351
CIF.16M	No	905,295.64	259,307.89	DP	1	32	10	58	57	47,587	47,529	33	-24	1.1:4	6	NO	UNK	NA
CIF.17M	No	905,351.92	259,238.94	DP	1	25	7	23	20	47,560	47,542	11	-8	1.1:4	3	NO	UNK	NA
CIF.18M	Yes	906,235.81	259,715.92	MC	2	NA	NA	219	207	48,382	47,300	836	-246	NA	NA	NO	UNK	323
CIF.19M	Yes	906,283.18	260,445.28	MC	4	NA	NA	370	363	48,192	46,954	640	-591	NA	NA	NO	UNK	405
CIF.20M	No	906,463.67	260,435.15	MP	1	NA	NA	16	28	47,562	NA	16	NA	NA	NA	NO	UNK	NA
CIF.21M	No	906,785.23	260,397.57	MP	1	NA	NA	45	96	NA	47,499	NA	-32	NA	NA	NO	UNK	NA
CIF.22M	No	906,502.87	260,930.14	DP	1	26	20	44	82	47,587	47,490	40	-57	1.4:1	5	NO	UNK	NA
CIF.23M	No	906,647.12	260,953.90	MP	1	NA	NA	25	53	47,581	NA	36	NA	NA	NA	NO	UNK	NA
CIF.24M	No	906,746.63	260,962.64	DP	1	26	16	37	80	47,595	47,540	47	-8	1.5:9	3	NO	UNK	NA
CIF.25M	No	906,676.98	261,019.97	DP	1	204	14	43	33	47,565	47,530	19	-16	1.1:2	2	NO	UNK	NA
CIF.26M	No	907,215.32	261,594.26	MP	1	NA	NA	18	42	NA	47,529	NA	-20	NA	NA	NO	UNK	NA
CIF.27M	No	907,263.66	261,690.95	MP	1	205	15	146	128	47,664	47,204	115	-344	3:1	31	NO	UNK	NA
CIF.28M	No	907,638.96	261,564.89	MP	1	NA	NA	27	57	47,554	NA	20	NA	NA	NA	NO	UNK	NA
CIF.29M	No	907,666.04	262,241.82	MP	1	NA	NA	26	57	NA	47,521	NA	-29	NA	NA	NO	UNK	NA
CIF.30M	No	907,706.99	262,418.75	DP	1	30	14	46	46	47,616	47,532	67	-18	1.3:7	6	NO	UNK	NA
CIF.31M	No	907,802.16	262,602.97	DP	1	41	10	28	36	47,569	47,538	19	-12	1.1:6	3	NO	UNK	NA
CIF.32M	No	908,093.62	262,978.66	MP	1	NA	NA	62	64	47,701	NA	150	NA	NA	NA	NO	UNK	NA
CIF.33M	No	908,311.06	262,788.70	MP	1	NA	NA	16	30	NA	47,521	NA	-13	NA	NA	NO	UNK	NA
CIF.34M	No	908,430.88	263,436.21	DP	1	28	7	22	17	47,555	47,517	7	-17	2.4:1	3	NO	UNK	NA
CIF.35M	No	908,650.93	263,408.03	DP	1	36	13	80	104	47,581	47,393	45	-142	3.2:1	14	NO	UNK	NA
CIF.36M	No	908,736.27	263,351.10	MP	1	NA	NA	23	39	47,548	NA	13	NA	NA	NA	NO	UNK	NA
CIF.37M	No	908,694.71	263,508.94	DP	1	23	19	55	94	47,614	47,520	79	-15	1:5:3	5	NO	UNK	NA
CIF.38M	No	909,163.68	264,566.43	DP	1	23	55	153	128	47,632	47,529	97	-6	1.16	2	NO	UNK	NA
CIF.39M	No	909,424.71	264,862.74	MP	1	NA	NA	19	33	47,549	NA	12	NA	NA	NA	NO	UNK	NA
CIF.40M	No	910,231.56	266,787.37	MP	1	NA	NA	30	34	47,571	NA	10	NA	NA	NA	NO	UNK	NA
CIF.41M	No	910,474.56	267,205.94	DP	2	142	22	66	30	47,603	47,513	41	-26	1:1.6	3	NO	UNK	NA
CIF.42M	No	910,875.90	268,061.81	DP	1	6	8	25	19	47,575	47,549	12	-14	1.2:1	3	NO	UNK	NA
CIF.43M	No	911,656.90	269,741.12	DP	1	6	7	25	20	47,575	47,549	12	-14	1.2:1	4	NO	UNK	NA

Cat Island Fill Acoustic Contact

CIF.01S	7/24/2015 9:02:31 PM	30.2129644276	-89.0838236196
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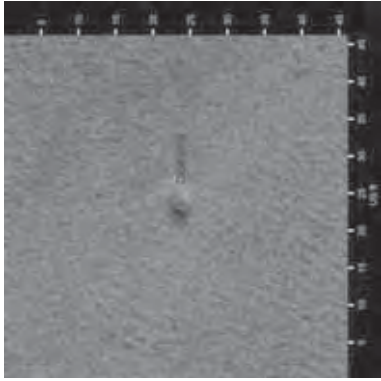
Target Image	Target Info	User Entered Info
	<p>CIF.01S</p> <ul style="list-style-type: none"> • Sonar Time at Target: 7/24/2015 9:02:31 PM • Click Position 30.2129644276 -89.0838236196 (WGS84) • (X) 905129.63 (Y) 259365.32 (Projected Coordinates) • Map Projection: MS83-EF • Ping Number: 331198 • Range to target: 74.85 US ft • Fish Height: 9.94 US ft • Heading: 31.700 Degrees • Line Name: CIF24 	<p>Dimensions and attributes</p> <ul style="list-style-type: none"> • Target Width: 1.61 US ft • Target Height: 0.14 US ft • Target Length: 55.83 US ft • Target Shadow: 1.06 US ft • Mag Anomaly: CIF.15M • Avoidance Area: Y • Classification1: Unknown • Area: MSCIP • Block: Cat Island Fill • Description:

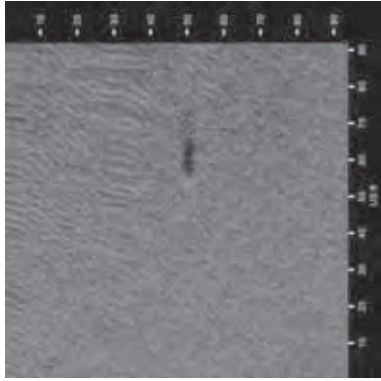
OCS West Magnetic Anomaly Statistics

Anomaly	Potentially Significant	Centroid Easting (NAD83 SP (MS-E))	Centroid Northing (NAD83 SP (MS-E))	Composition	Survey Lines Crossed	Declination	Size Pole-to-Pole (feet)	Size Max Across Poles (feet)	Size Max Across Midline (feet)	Amplitude Raw Positive (gammas)	Amplitude Raw Negative (gammas)	Amplitude Relative Positive (gammas)	Amplitude Relative Negative (gammas)	Amplitude Ratio (Neg:Pos)	Amplitude Gradient (gammas/foot)	SSS Contact	Source	Avoidance Radius (Center to Edge) (feet)
OCS.01M	No	1,130,432.6	224,522.83	DP	1	123	35	81	82	47,403	47,374	8	-22	2.8:1	1	NO	UNK	NA

OCS West Acoustic Contacts

OCS.01S	7/26/2015 3:34:33 PM	30.1191451258	-88.3646031644
OCS.02S	7/26/2015 5:28:56 PM	30.1254118132	-88.3768174222
OCS.03.1S	7/26/2015 9:09:18 PM	30.1162343862	-88.3716234476

Target Image	Target Info	User Entered Info
	<p>OCS.01S</p> <ul style="list-style-type: none"> • Sonar Time at Target: 7/26/2015 3:34:33 PM • Click Position 30.1191451258 -88.3646031644 (WGS84) (X) 1132444.92 (Y) 225462.33 (Projected Coordinates) • Map Projection: MS83-EF • Ping Number: 30092 • Range to target: 79.33 US ft • Fish Height: 28.67 US ft • Heading: 310.200 Degrees • Line Name: OCS02 	<p>Dimensions and attributes</p> <ul style="list-style-type: none"> • Target Width: 2.66 US ft • Target Height: 0.41 US ft • Target Length: 5.66 US ft • Target Shadow: 1.24 US ft • Mag Anomaly: N • Avoidance Area: N • Classification 1: Unknown • Area: MSCIP • Block: OCS West • Description:

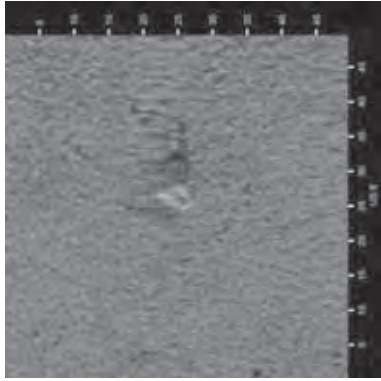


OCS.02S

- Sonar Time at Target: 7/26/2015 5:28:56 PM
- Click Position
30.1254118132 -88.3768174222 (WGS84)
(X) 1128574.07 (Y) 227725.77 (Projected Coordinates)
- Map Projection: MS83-EF
- Ping Number: 129529
- Range to target: 124.43 US ft
- Fish Height: 26.27 US ft
- Heading: 321.200 Degrees
- Line Name: OCS08

Dimensions and attributes

- Target Width: 2.16 US ft
- Target Height: 1.89 US ft
- Target Length: 1.98 US ft
- Target Shadow: 9.84 US ft
- Mag Anomaly: N
- Avoidance Area: N
- Classification 1: Unknown
- Area: MSCIP
- Block: OCS West
- Description:



OCS.03.1S

- Sonar Time at Target: 7/26/2015 9:09:18 PM
- Click Position
30.1162343862 -88.3716234476 (WGS84)
(X) 1130229.62 (Y) 224394.70 (Projected Coordinates)
- Map Projection: MS83-EF
- Ping Number: 321106
- Range to target: 77.41 US ft
- Fish Height: 24.19 US ft
- Heading: 310.700 Degrees
- Line Name: OCS24

Dimensions and attributes

- Target Width: 3.65 US ft
- Target Height: 1.25 US ft
- Target Length: 3.88 US ft
- Target Shadow: 4.42 US ft
- Mag Anomaly: N
- Avoidance Area: N
- Classification 1: Unknown
- Area: MSCIP
- Block: OCS West
- Description:

Cat Island Turbidity Barrier Magnetic Anomalies

Contact	Centroid Northing	Centroid Easting
CIF.01M	256607.47	901050.65
CIF.02M	256886.65	901219.36
CIF.04M	257186.07	903460.88
CIF.05M	258049.68	901899.50
CIF.06M	258011.28	901916.77
CIF.07M	258290.30	902258.04
CIF.08M	258683.13	902875.68
CIF.09M	258917.65	903045.61
CIF.10M	257929.01	904164.93
CIF.11M	258079.14	904025.32
CIF.13M	258502.82	904323.34
CIF.14M	258976.50	904810.02

Magnetic anomalies shall be considered potential obstructions. They are objects located on, or below, the sea floor that have been located by a magnetometer. Coordinates are referenced to Mississippi State Plane Coordinate System, 83 Datum - East Zone. Additional information regarding these anomalies may be obtained by contacting Joseph Black, Cat Island Project Engineer, #251-694-3853.

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