

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. W9127823B0004-0002		3. EFFECTIVE DATE 7 DEC 2023		4. REQUISITION/PURCHASE	
5. PROJECT NO. (If applicable) CHC22011		6. ISSUED BY CODE		7. ADMINISTERED BY (If other than item 6) CODE	
Corps of Engineers 109 St. Joseph St. Mobile, AL 36602		8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code)		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. W9127823B0004	
				9B. DATED (SEE ITEM 11) 1 NOVEMBER 2023	
				<input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input type="checkbox"/>		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A			
<input type="checkbox"/>		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b)			
<input type="checkbox"/>		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
<input type="checkbox"/>		D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) The subject solicitation for: MOBILE HARBOR, ALABAMA, DEEPENING AND WIDENING – PHASE 5 MOBILE, ALABAMA Is modified in the following: REFER TO THE ENCLOSED REVISED SPECIFICATIONS FOR AMENDMENT NO. 0002 Except as provided herein, all terms and conditions of the document reference in item 9A or 10A, as Heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICE (Type or print)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY	
(Signature of person authorized to sign)				(Signature of contracting officer)	
				16C. DATE SIGNED	

PART I - REVISIONS MADE BY ADDED AND/OR REPLACEMENT PARAGRAPHS/PAGES/SECTIONS

The items listed below are to be replaced by the corresponding added and/or revised paragraphs/pages or sections. Added and/or revised paragraphs/pages or sections are indicated by a note in bottom right hand corner of each paragraph or page. Added sections are hereby made a part of the contract and are to be inserted in the specification in the proper numerical/alphabetical sequence.

Within the specifications, deletions from the specifications are indicated by strikethrough, e.g.: ~~deletions are marked with strikethrough~~ and additions to the specifications including revisions/substitutions are indicated in bold, italic and underlined, e.g.: **additions are indicated thus.**

<u>SECTION</u>	<u>Corresponding Added or Revised Paragraph Page, and/or Section</u>
Bid Schedule	Revised as indicated herein.
Explanation of Bid Items	Revised as indicated herein.
01 57 19	Revised Paragraphs 3.1.1, 3.1.1.3.4.1, 3.1.1.3.6.1, 3.1.1.3.10.1, 3.1.1.3.10.9.1, 3.1.1.3.10.14, and 3.3 as indicated herein.
35 20 23.00 36	Revised Paragraphs 1.6, 3.1.2, 3.2.4, and 3.4.5.1 as indicated herein.
Appendix C	Replaced in its entirety.

PART II - NOTE: Revised, replacement and added drawings are listed below. These revised, replacement and added drawings are to be inserted into the folio in the proper numerical sequence. Drawings that have been revised or replaced by this amendment shall be deleted from the folio. All drawings listed below are revised unless indicated otherwise.

SHEET ID	TITLE OF DRAWINGS
G-001	AM02 COVER SHEET
G-002.1	INDEX OF DRAWINGS
G-003.1	GENERAL NOTES (REPLACED)
CN103.1	PARTIAL DREDGE PLAN (REPLACED)
CN104.1	PARTIAL DREDGE PLAN (REPLACED)
CN105.1	PARTIAL DREDGE PLAN (REPLACED)
CN302.1	DREDGE CROSS SECTIONS (REPLACED)
CN303.1	DREDGE CROSS SECTIONS (REPLACED)
CN304.1	DREDGE CROSS SECTIONS (REPLACED)
CN305.1	DREDGE CROSS SECTIONS (REPLACED)
CN306.1	DREDGE CROSS SECTIONS (REPLACED)
CN307.1	DREDGE CROSS SECTIONS (REPLACED)
CN308.1	DREDGE CROSS SECTIONS (REPLACED)
CN309.1	DREDGE CROSS SECTIONS (REPLACED)
CN310.1	DREDGE CROSS SECTIONS (REPLACED)

CN311.1	DREDGE CROSS SECTIONS (REPLACED)
CN312.1	DREDGE CROSS SECTIONS (REPLACED)
CN313.1	DREDGE CROSS SECTIONS (REPLACED)
CN314.1	DREDGE CROSS SECTIONS (REPLACED)
CN315.1	DREDGE CROSS SECTIONS (REPLACED)

PART III - The files listed below are provided as supplemental information to the solicitation.

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Encl as stated

Replaced pages of the specifications as indicated in Part I.

2 Revised drawings as indicated in Part 2.

18 Replaced drawings as indicated in Part 2.

BIDDER'S NAME: _____

BIDDING SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
1.	Mobilization and Demobilization	1	Job	XXX	_____
2.	Channel Dredging	5,050,941 <u>3,020,856</u>	CY	_____	_____
Total Bid					_____

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

(SEE BIDDING SCHEDULE NOTE NOS. 6 AND 7)

NOTES FOR BIDDING SCHEDULE

NOTE NO. 1. To better facilitate the public bid opening process, all modifications to bids are to be submitted on copies of the latest bid schedules as published in the solicitation or the latest amendment thereto. In lieu of indicating additions/deductions to bid items, all bidders should state their revised prices for each item. The company name should be indicated on the face of the bidding schedule to preclude being misplaced.

NOTE NO. 2. Bidders must insert a price on all numbered items of the bidding schedule by the Government. Failure to do so will disqualify the bid.

NOTE NO. 3. All extensions of the unit prices shown will be subject to verification by the Government. In case of variation between the unit price and extension, the unit price will be considered to be the bid.

NOTE NO. 4. If a modification to a bid is submitted and provides for a job adjustment to the total estimated cost, the application of the job adjustment to each unit price and/or job price in the bid schedule must be stated or, if it is not stated, the bidder agrees that the job adjustment shall be applied on a pro rata basis to every bid item in the bid schedule.

NOTE NO. 5. CONDITIONS GOVERNING EVALUATION OF BIDS AND AWARD OF CONTRACTS.

Only one contract will be awarded on this Bid Schedule and award will be made to the low bidder on the Total Bid.

NOTE NO. 6. IMPORTANT NOTICE: Due to the suspension of the utilization of the price adjustment for small disadvantaged businesses (FAR Clause 52.219-23) by the Under Secretary of Defense on March 12, 2010, effective until further notice, said FAR Clause is not included in or made a part of this RFP. FAR Clause 52.219-4, relating to a 10% price evaluation preference for HUB ZONE small business concerns, is included in and made a part of this RFP. PLEASE NOTE HOWEVER that paragraph (b) (3) of the preceding clause is inapplicable also due to the referenced suspension of FAR Clause 52.219-23.

Consequently, if you are a small business qualified as a HUB ZONE and as an SDB, you will only receive the HUB ZONE 10% price evaluation preference in the evaluation process of this RFP.

NOTE NO. 7. This procurement is not restricted to Hubzone Small Business Concerns. However, offerors certifying as a Hubzone Small Business Concern must be certified by the SBA on or prior to date set for receipt of offers.

END OF BID SCHEDULE

EXPLANATION OF BID ITEMS

GENERAL: This section comprises an explanation of the bid items identified in the bid schedule for each item of work. The bid schedule and the contract drawings shall be worked together to identify the various items of work to which each bid item will apply. The Contractor shall bid the work under the applicable bid item for the specific areas identified in the bid schedule. All work specified herein shall be accomplished in accordance with the requirements of the technical provisions of the specifications and the contract drawings. Payment described for the various bid items will be full compensation for all labor, materials, and equipment required to complete the work. Compensation for any item of work described in the contract but not listed in the bid schedule shall be included in the payment for the item of work to which it is made subsidiary.

Bid Item No. 1 - Mobilization/Demobilization:

(a) All costs associated with initial mobilization to the work site within the Upper Bay portion of the Mobile Harbor Shipping Channel in Mobile County, Alabama and final demobilization of all dredge plant, dredge attendant plant, and support equipment will be included in the contract lump sum price for Mobilization and Demobilization, Bid Item No. 1. This shall include any and all costs to (1) construct the necessary features to access and prepare the work site and (2) adapt, modify, reconstruct, and/or reconfigure the dredge plant and/or other equipment to a configuration capable of performing this contract work. No other separate payment shall be made for any such configuration preparations, and payment of this bid item is considered complete compensation for such actions. Sixty percent (60%) of the lump sum price will be paid after completion of the Contractor's mobilization at the work sites. The remaining forty percent (40%) will be paid after 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 paragraph (a) above do not bear a reasonable relation to the cost of the work in this contract. 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.

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

Bid Item No. 2 - Channel Dredging:

Payment for Bid Item No. 2 will include all costs associated with the dredging and disposal of approximately ~~5,050,941~~ **3,020,856** cubic yards of material. The quantity of material to be dredged includes approximately ~~836,005~~ **186,909** cubic yards of maintenance material and ~~2,792,252~~ **1,980,339** cubic yards of new work material. An additional ~~1,422,684~~ **853,608** cubic yards of material was added to the quantities to account for projected shoaling in

this reach. The quantities reported above were derived using the survey data from February 2023 (see APPENDIX C for Volume Report) and the projected shoaling. Payment will be made for the volume of material dredged between Stations 267+72.58 and 500+00. For the purpose of acceptance and payment, the work shall be divided into reaches of 1,000 linear feet, or less at partial reaches, unless otherwise directed by the COR. The quantity of material dredged for payment shall be calculated as the difference between the before- and after-dredging surveys of the area within the acceptance prism. The acceptance prism shall be defined as the lines and grades shown on the drawings. Payment will not be made for any volume dredged that exceeds the acceptance prism. Subsidiary features of work including surveying, utility location verification, and turbidity monitoring shall also be included in this bid item. Details of the surveying requirements are provided in Section 35 20 23.00 36 - DREDGING, paragraph DREDGING SURVEYS. Details of the turbidity monitoring are provided in section 01 57 19 - ENVIRONMENTAL PROTECTION, paragraph PROTECTION OF FISH AND WILDLIFE.

-End of Section-

01 57 19

3.1.1 Fish and Wildlife

The Contractor shall take all necessary precautions to ensure that activities conducted during the course of this project do not adversely impact listed threatened and endangered species or their critical habitats. The Contractor shall instruct all personnel associated with the project of the potential presence of manatees, giant manta rays, sea turtles, and the Gulf sturgeon in the area, and the need to avoid collisions with and harming these animals. All construction personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing manatees, sea turtles, giant manta rays, Gulf sturgeon, dolphins or whales; or destroying or adversely modifying critical habitat of these species which are protected under the Marine Mammal Protection Act of 1972 and the Endangered Species Act of 1973. The Contractor must take special precautions to ensure adequate protection for wildlife resources.

(1) The Contractor shall coordinate all activities associated with these resources with the Coastal Environment Team, Mobile District (Attn: ~~Ms. Lekesha Reynolds, PD-EC at 251-690-3260, bb 251-327-8650~~ **Ms. Jennifer Jacobson, PD-E at (251)690-2724 or cell (251)472-7589** or Mr. Don Mroczko, PD-EC at 251-690-3185.

(2) If a collision occurs or a dead manatee, sea turtle or Gulf sturgeon is observed, a Stranding Report form should be completed and filed with NOAA. A copy of the form can be found at the Sea turtle stranding and salvage network (STSSN) website at:
<https://www.nrc.gov/docs/ML1434/ML14345A279.pdf>

(3) Any collision with and/or injury to a manatee shall be reported immediately to the U.S. Fish and Wildlife Service in Daphne (251-441-5181). The Contractor shall also notify the Contracting Officer or Contracting Officer Representative within 24 hours. Please also provide a copy to Mobile District Coastal Environment Office, ~~Ms. Lekesha Reynolds at: Lekesha.W.Reynolds@usace.army.mil~~ **Ms. Jennifer Jacobson at: Jennifer.L.Jacobson@usace.army.mil**

(4) If a live turtle is recovered from the dredge it shall be immediately transported by a NMFS permitted and approved protected species Observer to the nearest sea turtle and marine mammal rehabilitation facility such as the Institute for Marine Mammal Studies (MMS), 10801 Dolphin Ln, Gulfport, MS 39503, 1-888-767-3657, or 1-228-896-9182 and email contactus@imms.org. Also notify the USACE, Mobile District, Chief of Coastal Environmental, PD-EC, ~~Ms. Lekesha Reynolds, 251-690-3260, or BB 251-327-8650, Lekesha.W.Reynolds@usace.army.mil~~ **Ms. Jennifer Jacobson, (251)690-2724 or cell (251)472-7589, Jennifer.L.Jacobson@usace.army.mil** and Mr. Don Mroczko, 251-690-3185, donald.e.mroczko@usace.army.mil.

3.1.1.3.4.1 ODESS Monitoring Reports

Observers shall record the results of the threatened and endangered species monitoring in the ODESS system by filling in the appropriate electronic forms on the ODESS FC tool and transmitting the data to the ODESS database. If there is an issue with recording data straight to the FC tool due to the logistical nature of how the Observer is collecting this data, paper copies of these forms can be downloaded from the ODESS public website (<http://dqm.usace.army.mil/odess/#/download>) and later entered into the FC tool when the Observer has the best opportunity.

Prior to the start of dredging, Observers shall verify that the ODESS FC tool is installed and operational on a dredge's dedicated tablet computer and that a viable Internet connection is available. In addition, before a project is initiated, on the ODESS FC tool homepage Observers shall retrieve (or "pull down") project-specific information from the ODESS database and perform a one-time setup of the dredging project by establishing the dredge name and time zone. During the project, the following forms shall be used in the FC tool and submitted to the ODESS database at the indicated reporting frequency:

(1) Load Data Form: Observers shall complete the Load Data Form, including a description of screen contents and sea conditions, based on their observations. This form shall be completed and transmitted to the ODESS database for each load. At the end of each Observer shift, or when an Internet signal is available (not to exceed 24 hours from the start of the shift), the Observer shall submit all of their Load Data Forms. If this is not possible due to hardware or software problems, the Observer shall revert to email submission of the forms to ODESS@usace.army.mil, Lekesha.W.Reynolds@usace.army.mil, **Jennifer.L.Jacobson@usace.army.mil**, and Donald.e.mroczko@usace.army.mil.

(2) Sea Turtle Incidental Data Form: If a sea turtle or its remains are identified during a load inspection, after the appropriate parties are notified via telephone, a Sea Turtle Incidental Data Form shall be completed and submitted to the ODESS database as soon as possible (not to exceed 12 hours after the incident). Any applicable documentation (scanned copies of the paper Observer load and incident forms, species photos, etc.) shall be included as electronic attachments (.JPG or .PDF) and submitted using the FC tool.

(3) Sturgeon Incidental Data Form: If a sturgeon or sturgeon parts are identified during a load, after the appropriate parties are notified, a Sturgeon Incidental Data Form shall be completed and submitted to the ODESS database as soon as possible (not to exceed 12 hours after the incident). Any applicable documentation (scanned copies of the paper Observer load and incident forms, species photos, etc.) shall be included as electronic attachments (.JPG or .PDF) and submitted using the FC tool.

(4) Marine Mammal Observation Data Form: If a large whale is observed, both the Dredge Load and the Marine Mammal Observation Data Forms shall be completed and submitted (not to exceed 12 hours after the observation) to ODESS Support at ODESS@usace.army.mil consistent with the endangered species compliance section of the contract specification.

3.1.1.3.6.1 Screen Size

The hopper's inflow screens shall have 4-inch by 4-inch screening. If the Contracting Officer Representative, in consultation with observers and the draghead operator, determines that the draghead is clogging and reducing production substantially, the screens may be modified sequentially: mesh size may be increased to 6-inch by 6-inch, then 9-inch by 9-inch, then 12-inch by 12-inch openings. Further clogging may compel removal of the screening altogether, in which case effective 100% overflow screening would be required. The Contractor Officer Representative shall request permission before doing so by contacting Mobile District Coastal Environmental Team (~~Ms. Lekesha Reynolds 251-690-3260~~ **Ms. Jennifer Jacobson (251) 690-2724**) prior to the reductions in screening. The Contractor shall provide an explanation for such reduction in the dredging report.

3.1.1.3.10.1 Trawling Requirements

Relocation trawling shall be conducted to remove sea turtles (with the exception of leatherback sea turtles, which shall be photographed in the trawling net and immediately released in place, see below) and Gulf sturgeon from the construction areas during dredging to help prevent entrainment by the dredge. In addition, giant manta rays may be present in the work areas. Observers shall not handle giant manta rays or take any physical measurements. IF a giant manta ray is captured in the trawl it shall be photographed in the trawling net and immediately released in place. Trawling shall begin at least 12 hours prior to dredging. Based on the trawling results, the Government will decide if there is a need to continue trawling. Daily trawling results shall be sent to the USACE, Mobile District, Chief of Coastal Environmental, PD-EC, ~~Ms. Lekesha Reynolds,~~ **Lekesha.W.Reynolds@usace.army.mil** **Ms. Jennifer Jacobson,** **Jennifer.L.Jacobson@usace.army.mil** and Don Mroczko, donald.e.mroczko@usace.army.mil. Based on the trawling results, the Mobile District, Planning Division, Coastal Environmental will decide on if there is a need to continue trawling. Methods and equipment shall be standardized including data sheets, nets, trawling direction to tide, length of station, length of tow, and number of tows per station. Data on each tow shall be recorded in on Trawling Report form. The trawler shall be equipped with 60-foot nets constructed from 8-inch mesh (stretch) fitted with mud rollers and flats as specified in the Turtle Trawl Nets Specifications appended to the end of this Section. Paired net tows shall be made for 12 hours per day or night, as directed by the Contracting Officer or their appointed representative. The tows shall be performed in shifts, to be determined by the Contracting Officer or their appointed representative. The trawler shall be available for operation 24 hours a day. If two (2) separate trawlers are required, they shall operate side-by-side, as much as practicable. If multiple dredges are utilized, the trawler(s) shall be used for each dredge actively performing dredging operations. If the dredging operations are coordinated so that only one (1) dredge is actively dredging, trawler(s) shall be required for only that dredge. If dredging operations cease for a period of 12 hours or more, relocation trawling shall be conducted for a

minimum of 4 hours prior to resuming dredging operations. The trawler(s) shall be positioned ahead of the hopper dredge and as close to the hopper dredge as safely possible to give maximum coverage ahead of the dredging cut. The dredge and trawler(s) shall work closely together to implement techniques and procedures that will minimize the opportunity for turtles and Gulf sturgeon to enter the dredging path between the trawler(s) and dredge.

NOTE: ALL TRAWLING ACTIVITIES, VESSELS AND EQUIPMENT SHALL COMPLY WITH THE CONTRACTOR'S ACCIDENT PREVENTION PLAN AND THE REQUIREMENTS OF EM 385-1-1, U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL.

Trawling shall be conducted with and against the tidal flow at a speed between 2.5 to 3.5 knots using repetitive 15- to 30-minute (total time) trawls in the work area. Trawl tow-time duration shall not exceed 30 minutes (doors in - doors out) and trawl speeds shall not exceed 3.5 knots. Positions at the beginning and end of each tow shall be determined from the Global Positioning System (GPS) equipment. Tow speed shall be recorded at the approximate midpoint of each tow. Acceptable GPS criteria shall be in accordance with EM 1110-1-1003, paragraph 5.3 and Table 5-1. This EM 1110-1-1003 can be located at the following website:

<http://www.publications.usace.army.mil/USACEPublications/EngineerManuals.aspx> or can be purchased directly from the Government Printing Office by calling (202) 512-1800. The postal address is Superintendent of Documents, P. O. Box 371954, Pittsburgh, Pennsylvania 15250-7954 or on line at <http://bookstore.gpo.gov/>.

3.1.1.3.10.9.1 Take and Release Time During Trawling: Turtles

Turtles shall be kept no longer than 12 hours prior to release and shall be released not less than three (3) nautical miles (nmi) from the excavation site. If two or more released turtles are later recaptured, subsequent turtle captures shall be released not less than (5) five nautical miles away. If it can be done safely and without injuries to the turtle, turtles may be transferred onto another vessel for transport to the release area to enable the relocation trawler to keep sweeping the dredge site without interruption. Minor skin abrasions resulting from trawl capture are considered non-injurious. Injured sea turtles shall be immediately transported to the nearest sea turtle rehabilitation facility. Also notify the Coastal Environmental Team, Mobile District, ~~Ms. Lekesha Reynolds by phone at 251-690-3260 office or by email at Lekesha.w.reynolds@usace.army.mil~~ **Ms. Jennifer Jacobson by phone at (251) 690-2724 or by email at Jennifer.L.Jacobson@usace.army.mil**. Observer(s), or their appointed representative(s), shall transport injured turtles to a rehabilitation facility as soon as possible. The NOAA Fisheries-approved turtle transporters shall be used for this purpose.

(NOTE: The remainder of this paragraph is unchanged by the amendment.)

3.1.1.3.10.14 Trawler Reporting

At the end of each day, a report (including details about the tow, details about the turtles/sturgeons relocated, and all required photographs in .JPG

or .PDF) shall be emailed by the Contractor to USACE, Mobile District, Chief of Coastal Environmental, PD-EC, ~~Ms. Lekesha Reynolds,~~
~~Lekesha.W.Reynolds@usace.army.mil~~ **Ms. Jennifer Jacobson,**
Jennifer.L.Jacobson@usace.army.mil and Mr. Don Mroczko,
Donald.e.mroczko@usace.army.mil. The results of each trawl shall be recorded on the Trawling Report. Sample forms are provided in the Environmental Compliance Appendix. Following completion of the project, an electronic copy of the trawling reports shall be forwarded to USACE, Mobile District, Chief of Coastal Environmental, PD-EC, ~~Ms. Lekesha Reynolds,~~
~~Lekesha.W.Reynolds@usace.army.mil~~ **Ms. Jennifer Jacobson,**
Jennifer.L.Jacobson@usace.army.mil and the CO within 10 working days of dredging completion.

3.3 PROTECTION OF WATER RESOURCES

The Contractor shall not pollute any water bodies including streams, lakes, bays, estuaries, or other marine or fresh waters with fuels, oils, trash, acids, 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. The following requirements shall be followed:

- 1) The Contractor shall ensure dredging and the placement of material is in accordance with the plans and specifications included herein and shall be performed with minimum damage to the environment. No other areas are approved for the placement or excavation of material.
- 2) The Contract designates areas for placement of all dredged material. No other areas are approved for dredged material placement.
- 3) The Contractor must comply with all turbidity and monitoring standards and other specific conditions set forth in the water quality standards. Ambient turbidity levels shall not exceed background turbidity by more than 50 Nephelometric Turbidity Units. If turbidity resulting from the project exceeds these levels, the Contractor will cease activities until turbidity levels are in compliance. Should work stoppage occur, the Contractor will notify the U.S. Army Corps of Engineers [Contracting Officer and Planning and Environmental Division, Coastal Environment Team (ATTN: ~~Ms. Lekesha Reynolds at 251-690-3260~~
Ms. Jennifer Jacobson at (251) 690-2724)]. Turbidity Monitoring Reports shall be emailed on a weekly basis to ~~Ms. Lekesha Reynolds at~~
~~Lekesha.W.Reynolds@usace.army.mil~~ **Ms. Jennifer Jacobson,**
Jennifer.L.Jacobson@usace.army.mil and Mr. Don Mroczko at Donald.e.mroczko@usace.army.mil.
- 4) 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 placement site 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 local wetland areas.

5) Special measures shall be taken to prevent chemicals, fuels, oils, and greases at the open water and upland placement sites or along the pipeline from entering area waters, at all times.

6) The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in area designated by the Contracting Officer. The Contracting Officer shall approve all temporary movement or relocation of Contractor facilities.

7) Discharge of any pollutant into the watercourse is strictly prohibited, except as otherwise specified or allowed in other sections of the Technical Specifications.

(Note: The remainder of the section is unchanged by this amendment.)

35 20 23.00 36

1.6 METHOD OF COMMUNICATION

Project coordination with the Contracting Officer/Representative (KO/COR) and Quality Assurance Representative (QAR) is to occur during all phases of construction. The area immediately adjacent and East of the channel deepening between stations 267+72.~~583~~ and 337+00 will be dredged under a separate Phase 6 Contract. **The eastern limit of dredging defined within this contract, between the aforementioned stations form the western boundary of dredging for the future work.** The Contractor shall ensure close coordination regarding their order of work with the Contracting Officer to ensure clear coordination between contractors. Coordination also includes but is not limited to publication of the notice of intent to dredge and coordination with local officials including police, public, US Coast Guard, and others as agreed during coordination meetings. Submittal of the Notice of Intent to Dredge is described in the SD-01 Preconstruction requirements of this document. Submittal requirements for Dredge Progress Reports are described below:

(NOTE: The remainder of this paragraph is unchanged by the amendment.)

3.1.2 Required Dredging

The contract prices shall include the cost of performing the work described below and shown on the contract drawings. Required dredging under this contract includes all material lying within the designated side slopes of one foot vertical to five feet horizontal (1V to 5H) originating at the plane of elevation -52 feet MLLW from Station 226+16 ~~267+72.58~~ to Station 500+00, at the widths shown on the contract drawings. No dredging of the turning basin is included in this contract.

3.2.4 Dredge Material Placement Areas

The Contractor shall delineate within the limits of the bay placement sites C through F as shown on the contract drawing sheet ~~CN107~~ **CN106** all areas to be used for placement of dredged material from this work. The Contractor shall ensure deposition is within the limits of the site and the Contracting Officer's approved delineated placement boundary. Dredge material placed within the bay sites C through F shall be on an average no greater than 1.5 feet in thickness over each placement site and in no instance shall the placement exceed a +3 foot tolerance.

3.4.5.1 Channel Surveys

The ~~Contractor~~ Government shall perform before-dredging condition surveys and after-dredging condition surveys in accordance with Section 01 00 00, paragraph 1.10 FINAL EXAMINATION AND ACCEPTANCE, of the project excavation limits.

(Note: The remainder of the section is unchanged by this amendment.)

APPENDIX C

DREDGING QUANTITIES

APPENDIX C
PHASE 5 MOBILE HARBOR DEEPENING AND WIDENING
DREDGE VOLUMES

Baseline Station	Phase 5 Dredge Template			Phase 5 O&M Template			Phase 5 New Work		
	Cut Area (S.F.)	Cut Volume (C.Y.)	Cumulative Volume (C.Y.)	Cut Area (S.F.)	Cut Volume (C.Y.)	Cumulative Volume (C.Y.)	Cut Area (S.F.)	Cut Volume (C.Y.)	Cumulative Volume (C.Y.)
267+72.58	1910	0	0	0	0	0	1910	0	0
270+00.00	2503	18585	18585	97	408	408	2406	18176	28976
275+00.00	2744	48579	67164	276	3453	3862	2468	45126	74102
280+00.00	2325	46937	114101	330	5612	9474	1995	41325	115427
285+00.00	2326	43065	157166	31	3341	12815	2295	39724	155151
290+00.00	2246	42331	199497	148	1652	14467	2098	40679	195830
295+00.00	2161	40807	240304	192	3142	17609	1970	37665	233495
300+00.00	2531	43447	283751	201	3636	21245	2330	39811	273306
302+72.59	2917	27502	311253	381	2938	24183	2536	24564	297869
305+00.00	3030	25044	336297	288	2818	27001	2742	22226	320095
310+00.00	3193	57616	393912	225	4754	31755	2967	52862	372957
315+00.00	2421	51982	445894	208	4014	35769	2213	47968	420925
317+72.59	2536	25024	470918	0	1051	36820	2536	23973	444898
320+00.00	2426	20895	491813	0	1	36821	2426	20894	465792
325+00.00	2827	48632	540446	574	5320	42141	2252	43312	509104
330+00.00	3111	54977	595422	737	12138	54280	2374	42838	551942
335+00.00	3505	61262	656685	906	15205	69485	2600	46057	598000
337+00.00	2888	23680	680365	802	6323	75808	2087	17357	615357
340+00.00	1875	26461	706826	565	7592	83400	1310	18870	634226
345+00.00	3110	46154	752980	574	10544	93944	2536	35609	669836
350+00.00	2791	54633	807613	292	8021	101966	2498	46611	716447
355+00.00	2648	50352	857965	187	4441	106407	2460	45911	762358
360+00.00	2314	45939	903905	134	2971	109378	2180	42968	805326
365+00.00	2183	41634	945539	110	2261	111639	2072	39374	844700
370+00.00	2308	41579	987119	110	2037	113676	2198	39543	884243
375+00.00	2248	42185	1029303	65	1615	115290	2183	40570	924813
380+00.00	2061	39899	1069203	36	935	116225	2025	38964	963777

385+00.00	2151	38998	1108200	28	591	116816	2123	38406	1002183
390+00.00	2176	40059	1148259	63	842	117658	2113	39217	1041401
395+00.00	2484	43147	1191406	121	1706	119364	2363	41441	1082842
400+00.00	2078	42242	1233649	184	2822	122186	1894	39420	1122262
404+67.98	2662	41081	1274729	264	3879	126065	2398	37202	1159464
405+00.00	2702	3181	1277910	237	297	126362	2466	2884	1162348
410+00.00	3179	54452	1332362	282	4804	131166	2896	49648	1211996
415+00.00	3765	64296	1396658	492	7169	138334	3273	57127	1269123
420+00.00	4141	73202	1469860	624	10329	148664	3517	62873	1331996
423+46.58	4794	57343	1527203	1181	11581	160245	3613	45762	1377759
425+00.00	4185	25511	1552714	723	5408	165652	3463	20103	1397862
430+00.00	3218	68546	1621261	361	10034	175686	2857	58512	1456374
435+00.00	2656	54383	1675643	192	5125	180811	2463	49258	1505632
440+00.00	2159	44576	1720220	34	2098	182909	2124	42478	1548110
445+00.00	2255	40863	1761083	69	952	183861	2186	39911	1588022
450+00.00	2052	39874	1800957	9	715	184577	2043	39158	1627180
455+00.00	1959	37137	1838094	27	333	184910	1932	36804	1663984
460+00.00	2089	37479	1875573	25	482	185392	2064	36997	1700981
465+00.00	2145	39196	1914769	26	470	185861	2119	38727	1739708
470+00.00	1982	38210	1952979	7	303	186164	1975	37907	1777614
475+00.00	2009	36953	1989932	11	160	186324	1998	36794	1814408
480+00.00	1969	36831	2026763	4	134	186458	1965	36697	1851105
485+00.00	1907	35887	2062650	7	102	186560	1900	35784	1886889
490+00.00	1980	35992	2098642	0	69	186629	1980	35923	1922812
495+00.00	2266	39319	2137960	15	141	186771	2251	39177	1961990
500+00.00	897	29287	2167248	0	138	186909	897	29149	1991139
Total : 2167248				Total O&M: 186909			Total New Work: 1980339		