



SOLICITATION: W9127818B0003
CONTRACT: W9127818D0103

**SPECIFICATIONS
FOR
INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)
CONTRACT FOR 27-30" CUTTERHEAD PIPELINE DREDGE FOR
DREDGING MOBILE DISTRICT NAVIGATION PROJECTS IN ALABAMA,
MISSISSIPPI AND FLORIDA**

THIS SOLICITATION DOES NOT AUTHORIZE FACSIMILE BIDS; THEREFORE,
FACSIMILE BID MODIFICATIONS WILL NOT BE ACCEPTABLE.

"GOOD ENGINEERING RESULTS IN A BETTER ENVIRONMENT"



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

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WAGE RATES

Current wage rates will be assigned for each individual task order.

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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
	W9127818B0003	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	16 July 2018	1 OF 2

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
W9127818D0103	W31XNJ82330300	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
	CT	
U S ARMY ENGINEER DISTRICT, MOBILE CONTRACTING DIVISION (CESAM-CT) (109 ST. JOSEPH ST. 36602) P.O. BOX 2288 MOBILE, AL 36628-0001		SAME AS BLOCK 7 IF HAND CARRIED, DELIVER TO ROOM 1009

9. FOR INFORMATION CALL :	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	CHANDA D. STRENGTH	251-441-5595

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):

Indefinite Delivery Indefinite Quantity (IDIQ) Single Award Task Order Contract (SATOC), for 27-30" Cutterhead Pipeline Dredge for Dredging in Alabama, Florida, and Mississippi.

Designation of a Contracting Officer's Representative (COR) will be established per task order.

IDIQ Period of Performance will be fourteen (14) months.

The guaranteed minimum quantity of work which will be required under this contract and which will be initiated by one or more task orders will not be less than \$100,000.00 for the term of the contract.

11. The Contractor shall begin performance within * _____ calendar days and complete it within * _____ 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.)	12B. CALENDAR DAYS
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 16 August 2018 (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)

Mike Hooks, LLC
409 Mike Hooks Road
Westlake, Louisiana 70669

15. TELEPHONE NO. (Include area code)

(337) 436-6693 FAX (337) 433-8701

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 120 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement)

AMOUNTS

SEE ATTACHED BIDDING 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.	DATE									

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

Mike P. McMahon, President

20B. SIGNATURE



20C. OFFER DATE

August 16, 2018

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

CONTRACTOR'S ATTACHED BIDDING SCHEDULE

22. AMOUNT

NTE: \$24,000 000.00

23. ACCOUNTING AND APPROPRIATION DATA

GM 96 NA X 2018 3123 000 0000 CCS: 111 K5 2018 08 2446 011670 96015 2520 5HCL75 NA 5HCL75

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

PER TASK ORDER

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

 10 U.S.C. 2304(c) () 41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE

W91278

ENDIST MOBILE CONTRACTING DIVISION
109 SAINT JOSEPH STREET
MOBILE, AL 36602

27. PAYMENT WILL BE MADE BY

964145

USACE FINANCE CTR - DISPURRING OFFICER
5722 INTEGRITY DRIVE
MILLINGTON, TN 38054-5005

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT (contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, 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.

29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

Kyle M. Rodgers

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY *Kyle M. Rodgers* 2018.08.30 16:11:09
-05'00'

8/30/2018

Section 00 00 10

BIDDING SCHEDULE

CONTRACTOR NAME: Mike Hooks, LLC

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
1.	DREDGING 100% Pay Time (For estimated quantity, see table in Sec. 01 00 00, par. 2.2)	<u>4211</u>	HRS	<u>2450⁰⁰</u>	<u>10,316,950.00</u>
2.	DREDGING 100% Pay Time, Work For Others (For estimated quantity, see table in Sec. 01 00 00, par. 2.2)	<u>500</u>	HRS	<u>2400.00</u>	<u>1,200,000.00</u>
3.	MOBILIZATION BAR TO BAR (See Sect. 01 00 00 paragraph entitled PAYMENTS)	500	MI	<u>850.00</u>	<u>425,000.00</u>
4.	MOBILIZATION AND DEMOBILIZATION (Dredge and Plant) See Note Below	1	JOB	XXXX	<u>200,000.00</u>
5.	INTERMEDIATE MOBILIZATION AND DEMOBILIZATION OF PIPELINE See Note Below	150	UNIT	<u>8000.00</u>	<u>1,200,000.00</u>
6.	MISSISSIPPI STATE TAX	1	JOB	XXXX	\$50,000.00
				TOTAL BID	<u>13,391,950.00</u>

Offeror elects to waive the price evaluation preference for Hubzone Small Business Concerns: () Yes () No
 (This applies only to Small Business certified as a Hubzone Small Business by the Small Business Administration).

NOTES:

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 bid schedule to preclude being misplaced.
2. Bidders must insert a price on all numbered items of the bidding schedule. Failure to do so will disqualify the bid.
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.
4. The number of hours indicated on the Bidding Schedule is approximate. The contractor may be required to work either more or less than the number specified and these items are not subject to the Variations in Estimated Quantities Clause.
5. Refer to Section 00 00 10 paragraph entitled "BID EVALUATION" for information about the bid items.

6. For Bid Item entitled INTERMEDIATE MOBILIZATION AND DEMOBILIZATION OF PIPELINE, each UNIT is equivalent to 1,000 feet of pipeline.
7. For the purposes of bidding, the dredge Mobilization Point is Mobile Harbor, Alabama.
8. For Bid Item entitled, MISSISSIPPI STATE TAX, the Government will reimburse the Contractor for the actual taxes collected by the State of Mississippi for work performed under this contract. It cannot be left blank. Also, the State of Mississippi will enforce an equipment tax on equipment new to the State of Mississippi. This equipment tax will not be reimbursed by the Government.

BID EVALUATION:

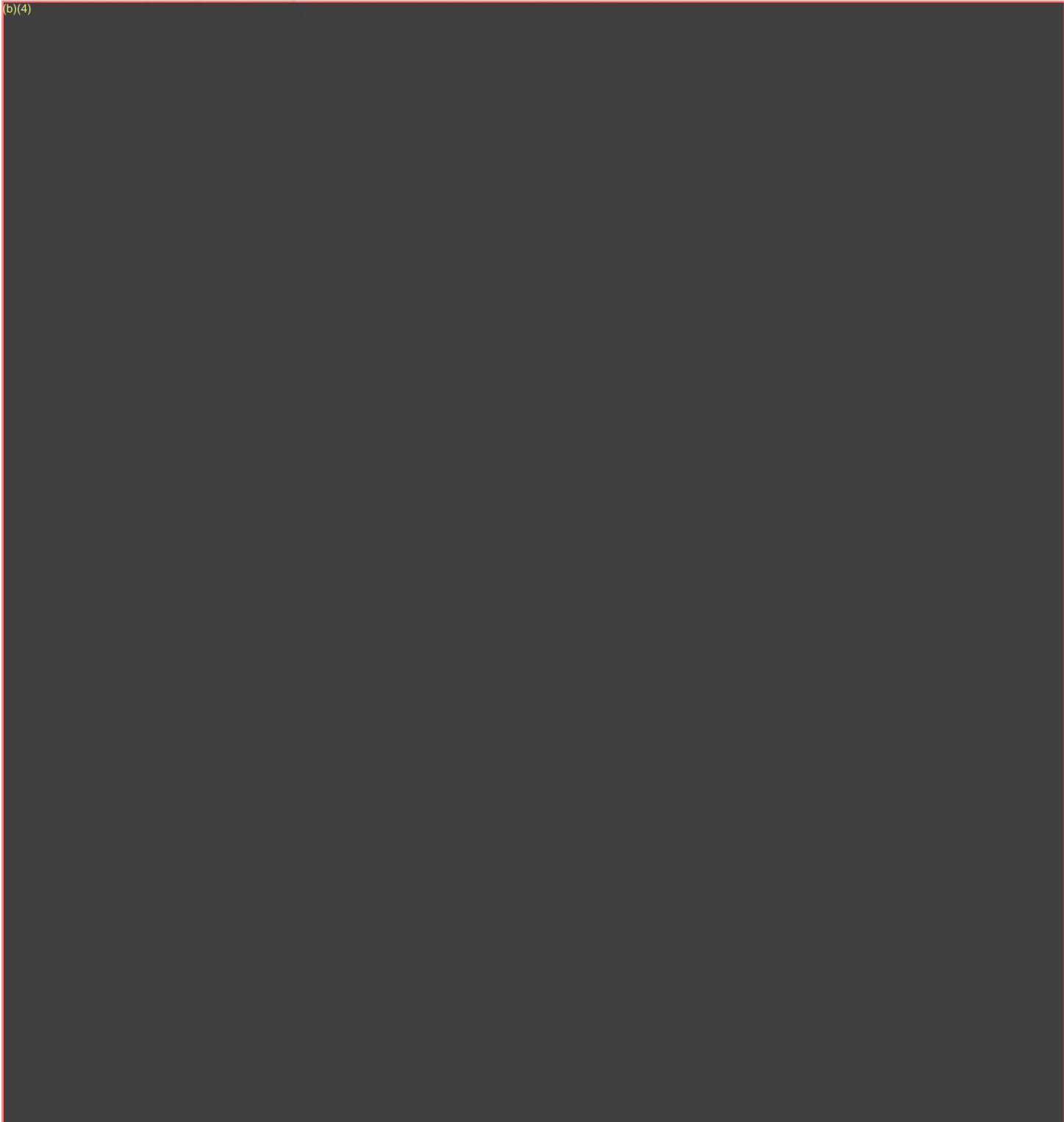
- (1) It is the intent of the Government to secure a dredge meeting the requirements set forth in the Statement of Work of the specifications. The table in the paragraph entitled DREDGE AND ATTENDANT PLANT REQUIREMENTS indicates the estimated average output for dredges of various power based on average theoretical conditions under which this work is to be accomplished. Bids will be evaluated and award will be made on the basis of employment of the plant that will result in the lowest overall total price, as described hereinafter, to the Government for the equipment. This is not to be construed by the Contractor that the Government guarantees this number of hours and linear feet will be worked.
- (2) Bidders should insert into the bid schedule the appropriate number of hours for 100% Pay Time from the table in section 01 00 00, paragraph 2.2 and paragraph 2.3.8.1 for booster 100% pay time hours.
- (3) Bids based on dredges smaller than those listed in the Table will be considered non-responsive.
- (4) The Government will check the bidder's computation for accuracy and to insure that the bidder's computation was made in accordance with the above evaluation procedures. In case of variation between the bidder's computation procedures and those prescribed above, the Government will correct the bidder's computation and the bid will be evaluated by the corrected computation.

IDIQ Contract for Rental of a 27-inch to 30-inch
Cutterhead Pipeline Dredge For Dredging Mobile District
Navigation Projects in Alabama, Mississippi, and Florida

W9127818B0003

INFORMATION TO BE SUBMITTED WITH BID: Each bidder shall furnish the information required below by filling in the blank spaces:

Dredge Name or Number Dredge "Missouri H"



(b)(4)

(b)(4)



DREDGE CREW

(A complete listing of proposed personnel in compliance with the responsibilities in Section 01 00 00, paragraph entitled
CREW)

POSITION	NUMBER
(b)(4)	

SUBSISTENCE: The plant will () will not have the facilities for furnishing the meals as referred to by the "Accommodations and Meals for Inspectors" clause of the contract.

The rental rate to be charged for the above plant, complete with full operating personnel and in operating status on a 24-hour day, 7 days per week basis, will be set forth in Bidding Schedule.

DREDGE PLANT OPERATION: The number of shifts to be worked per day on a 24-hour basis, 7 days per week is 2.

Section 00 45 00 - Representations and Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2018)

(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) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 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.
- (vi) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) 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.
- (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) 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.
- (xii) 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.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 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.

(xv) 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.

(xvi) 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.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 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 \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiii) 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.

(xxiv) 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) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 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)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)

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

Commercial and Government Entity (CAGE) code means—

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via--

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) The DLA Commercial and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(End of Provision)

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 (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(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

IDIQ Contract For Rental of 27-30 inch
Cutterhead Pipeline Dredge for Dredging Mobile District
Navigation Projects in Alabama, Mississippi and Florida

W9127818B0003

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)

Section 00 70 00 - Conditions of the Contract

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.214-26	Audit and Records--Sealed Bidding	OCT 2010
52.214-27	Price Reduction for Defective Certified Cost or Pricing Data - Modifications - Sealed Bidding	AUG 2011
52.214-28	Subcontracting Certified Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 2010
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-9	Small Business Subcontracting Plan	JAN 2017
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999

52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-6	Drug-Free Workplace	MAY 2001
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017

52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	NOV 2017
52.246-12	Inspection of Construction	AUG 1996
52.248-3	Value Engineering-Construction	OCT 2015
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016

252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
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
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2018
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7000	Non-estoppel	OCT 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7004	Payment for Mobilization and Demobilization	DEC 1991
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

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

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

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

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial 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".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database 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.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier 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 unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) 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 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 ** 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 **.

****Please refer to Section 01 00 00 “Commencement, Prosecution, and Completion of Work” for further details.**

(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 **identified per task order** 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)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$100,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of **\$24,000,000.00**;

(2) Any order for a combination of items in excess of **\$24,000,000.00**; or

(3) A series of orders from the same ordering office within **14 months** that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **seven (7)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **the completion date of the final task order.**

(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, (X) is not a small business concern under NAICS Code 237990 assigned to the resultant contract of solicitation number W9127818B0003.

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

(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)

52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)

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

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

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

(i) A commercial 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 a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

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

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

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.

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

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act 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 Act 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 Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

(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...	___
.....			

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)

52.225-11 BUY AMERICAN ACT --CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (OCT 2016) ALTERNATE I (MAY 2014)

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

Australian, Chilean, or Moroccan construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of Australia, Chile, or Morocco; 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 Australia, Chile, or Morocco into a new and different construction material distinct from the materials from which it was transformed.

Bahrainian, Mexican, or Omani construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of Bahrain, Mexico; or Oman
- (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 Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

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.

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, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, 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, 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).

Domestic construction material means--

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

(2) A construction material manufactured in the United States, if 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.

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 all the Free Trade Agreements except the Bahrain FTA, NAFTA, and the Oman FTA apply to the this acquisition. Therefore, the Buy American statute restrictions are waived for designated country construction materials other than Bahrainian, Mexican, or Omani construction materials.

(2) The Contractor shall use only domestic or designated country construction material other than Bahrainian, Mexican, or Omani 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 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)

52.228-14 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)

52.236-1 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 **forty (40%)** 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)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

farsite.hill.af.mil/

(End of clause)

UAI 5152.222-9000 CONTRACTOR SUPPLY AND USE OF ELECTRONIC SOFTWARE FOR PROCESSING WAGE RATE REQUIREMENTS STATUTE CERTIFIED LABOR PAYROLLS (APR 2011)

(a) The contractor is encouraged to use a commercially-available electronic system to process and submit certified payrolls electronically to the Government. The requirements for preparing,

processing and providing certified labor payrolls are established by the Wage Rate Requirements statute.

(b) If the contractor elects to use an electronic payroll processing system, then the contractor shall be responsible for obtaining and providing for all access, licenses, and other services required to provide for receipt, processing, certifying, electronically transmitting to the Government, and storing weekly payrolls and other data required for the contractor to comply with the Wage Rate Requirements statute. When the contractor uses an electronic payroll system, the electronic payroll service shall be used by the contractor to prepare, process, and maintain the relevant payrolls and basic records during all work under this construction contract and the electronic payroll service shall be capable of preserving these payrolls and related basic records for the required 3 years after contract completion. If the contractor chooses to use an electronic payroll system, then the contractor shall obtain and provide electronic system access to the Government, as required to comply with the Wage Rate Requirements over the duration of this construction contract. The access shall include electronic review access by the Government contract administration office to the electronic payroll processing system used by the contractor.

(c) The contractor's provision and use of an electronic payroll processing system shall meet the following basic functional criteria:

- (1) commercially available;
- (2) compliant with appropriate Wage Rate Requirements statute payroll provisions in the Federal Acquisition Regulation (FAR);
- (3) able to accommodate the required numbers of employees and subcontractors planned to be employed under the contract
- (4) capable of producing an Excel spreadsheet-compatible electronic output of weekly payroll records for export in an Excel spreadsheet to be imported into the contractor's Quality Control System (QCS) version of Resident Management System (RMS), that in turn shall export payroll data to the Government's RMS;
- (5) demonstrated security of data and data entry rights;
- (6) ability to produce contractor-certified electronic versions of weekly payroll data;
- (7) ability to identify erroneous entries and track the date/time of all versions of the certified Wage Rate Requirements statute payrolls submitted to the government over the life of the contract;
- (8) capable of generating a durable record copy, that is, a CD or DVD and PDF file record of data from the system database at end of the contract closeout. This durable record copy of data from the electronic payroll processing system shall be provided to the Government during contract closeout.

(d) All contractor-incurred costs related to the contractor's provision and use of an electronic payroll processing service shall be included in the contractor's price for the overall work under

the contract. The costs for compliance with the Wage Rate Requirements statute by using electronic payroll processing services shall not be a separately bid or reimbursed item under this contract.

(End of clause)

UAI 5152.231-9000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
(MAR 1995)

(a) This clause does not apply to terminations. See UAI 5152.249-9000, Basis for Settlement of Proposals, and Federal Acquisition Regulation (FAR) part 49.

(b) Allowable costs 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 Engineer Pamphlet (EP) 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region [insert Roman numeral for the appropriate region of the schedule]. 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. 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 simplified acquisition threshold (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 clause)

UAI 5152.236-9009 PARTNERING (FEB 2000)

In order to most effectively accomplish this contract, the Government proposes to form a partnership with the Contractor to develop a cohesive building team. It is anticipated that this partnership would involve the US Army Engineer District Mobile, the Contractor, primary subcontractors and designers, and the Corps of Engineers. This partnership would strive to develop a cooperative management team drawing on the strengths of each team member in an effort to achieve a quality project within budget and on schedule. This partnership would be bilateral in membership and participation will be completely voluntary. Any cost associated with effectuating this partnership, excluding travel and lodging cost of Government personnel, will be borne by TBD. The partnering meetings shall be held in TBD.

(End of clause)

UAI 5152.249-9000 BASIS FOR SETTLEMENT OF PROPOSALS (MAR 2009)

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under Federal Acquisition Regulation (FAR) 49.206-2(b). In evaluating a termination settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (a) 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.
- (b) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (c) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
- (d) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of Federal Acquisition Regulation (FAR) 31.205-11).
- (e) 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

Statement of Work – Description/Specifications

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SECTION 01 00 00

STATEMENT OF WORK – DESCRIPTION/SPECIFICATIONS

1. SCOPE OF WORK:

1.1. DREDGING: The work to be performed under this contract consists of dredging at various locations within the Mobile District. These sites include both deep and shallow draft projects and the Gulf Intracoastal Waterway as well as coastal restoration projects, beach nourishment projects and any other project requiring the use of a dredge in Alabama, Mississippi, and Florida. The scope of this contract also provides for any other size dredge other than those specifically called for in the specifications. The scope also includes supplying dredge related supplies and equipment such as tugs, barges, cranes, geotextile tubes, sheetpile, land based heavy equipment for disposal operations, and other marine equipment associated with channels and coastal restoration projects. Other marine equipment or materials such as geotextile tubes, sheetpile, additional hand labor crews, environmental monitors, divers, etc., that are not specifically called for within these specifications will be negotiated with the individual task order. The Contracting Officer may elect to negotiate cubic yard task orders for some projects in lieu of the standard dredge rental rate.

1.1.1 WORK FOR OTHERS: The work to be performed under this contract also consists of dredging for state ports in Alabama, Mississippi and Florida as well as other non federal entities. Material from these projects ranges from coarse sands to fine silt as well as heavy debris. **The contractor can expect greater than normal debris such as steel wire, cable, driftwood and other industrial type products near the docks, piers and other structures located in the dredging template. The contractor will also be expected to dredge closer than normal to private docks, piers and other structures.** All costs associated with work for others shall be included in Bid Item 2, DREDGING 100% Pay Time Work for Others.

1.2. DREDGE PLANT: The work to be performed under this contract consists of furnishing a hydraulic cutterhead pipeline dredge with pump discharge of not less than 27-inch diameter or more than 30-inch diameter and must be able to work in exposed marine environments along the Gulf Coast that are exposed to rough sea conditions. The dredge will be complete with all necessary materials, supplies, (including fuel, power, and water) labor, and transportation for maintenance dredging operations as specified in the above paragraph. More specific dredge and attendant plant requirements are discussed below.

1.2.1 ADDITIONAL DREDGE: The contractor may be required to provide additional dredges meeting all the qualifications in these specifications at the same bid rate (or converted rate if different dredge size/configuration). If the government requires the services of a second dredge, ample

notification (not less than 60 days, in writing from the COR) will be given to the contractor to provide the second dredge.

1.3. DREDGED MATERIAL DISPOSAL: All removed materials will be placed in approved disposal areas as directed by the Contracting Officer or his Authorized Representative and as discussed in these specifications.

1.4. GENERAL: All work, material and services not expressly called for in these specifications which may be necessary for complete and proper operations to carry out the contract in good faith shall be performed, furnished and installed by the Contractor at no increase in cost to the Government. The Contracting Officer or his Authorized Representative may at any time require the Contractor to relocate to a different dredging site should shoaling rates, or other circumstances so dictate. The Government reserves the right to contract additional dredges to perform dredging work on the same projects and geographical area.

2. DREDGE AND ATTENDANT PLANT REQUIREMENTS:

2.1. DREDGE REQUIREMENTS: The dredge offered shall be capable of continuous operation with a minimum horsepower rate as shown below which includes the horsepower applied on the main dredge pump (and ladder pump, if applicable). For the requested dredge size, most of the work that is anticipated to be performed under this contract is considered a "walking job," therefore, additional pump size and/or horsepower does not justify a competitive advantage in the number of hours in the bid schedule. The Contractor shall have available for use at all times a variety of serviceable interchangeable pump impellers (2 minimum), a spare pump case, and a spare serviceable cutter to permit the dredge to operate efficiently under varying conditions described in paragraph entitled, "PHYSICAL DATA". The dredge shall be capable of dredging upstream as well as downstream and will so operate as directed by the Contracting Officer. The dredge shall be capable of dredging the full bottom dimension of up to 400 feet and depth of 52 feet, plus minimal over-swinging through one swing (cut) of the cutterhead from a given set of the dredge subject to a velocity of less than 2 feet per second given normal conditions. The cut coverage shall be accomplished in one set of the dredge and at or before the dredge reaches its normal set-ahead dredge spud positioning. That cut coverage is expected to be made while at the dredge's maximum walking speed. The swing of the cutterhead will be accomplished through the use of conventional dredge swing anchors or previously placed "deadmen". The dredge shall be equipped with an electronic positioning system and include the equipment which will record such data.

2.2. HORSEPOWER REQUIREMENTS: Dredge Minimum Horsepower - Horsepower is equal to the correlating connected brake horsepower applied to the dredge pump. Those dredges which have less horsepower or have less

discharge diameter than the minimum shown below for the size dredge bid will be considered non-responsive.

27-inch Discharge	main pump(s)	3750 H.P. (min)
	ladder pump	900 H.P. (min)
30-inch Discharge	main pump(s)	5000 H.P. (min)
	ladder pump	1200 H.P. (min)

For the purpose of bidding and evaluating bids, it will be considered the dredge will be used for the number of hours (100% Pay Time) given in the following table. However, this is not to be construed by the Contractor that the Government guarantees that the dredge will be used for this number of hours. Bidders should use the hours given in the following TABLE for the appropriate size dredge that is being bid. Should the contractor have a dredge with a discharge diameter between 27 and 30 inches, the number of 100% Pay Time Hours to be placed on the bidding schedule shall be computed by the difference in the square diameter of the discharge pipe between the hours given in the TABLE for the 27 and 30 inch dredges, as applicable. The number of hours shown in the TABLE is estimated. The actual hours may be more or less than what is shown.

Dredge Size	100% Hours	Work for Others	100% Hours
27 inch Basic Dredge	4211	27 inch Basic Dredge	500
With ladder pump	3579	With ladder pump	425
With traveling spuds	3579	With traveling spuds	425
With ladder and t. spuds	2948	With ladder and t. spuds	350
30 inch Basic Dredge	3411	30 inch Basic Dredge	405
With ladder pump	2900	With ladder pump	344
With traveling spuds	2900	With traveling spuds	344
With ladder and t. spuds	2388	With ladder and t. spuds	284

Differences in the basic dredge hours (27 and 30 inch) are computed on the difference in the diameter squared of the discharge pipe.

Additional allowance in dredge production will be given for dredges with ladder pumps and/or traveling spuds (spud carriage). A 15% reduction is shown in the table hours for ladder pumps or traveling spuds. (A ladder pump is defined by Mobile District as a dredge pump installed no less than one-third of the distance down the ladder.)

The traveling spud must have a minimum of 20' of travel to be considered for bid purposes. A pre-award inspection of the dredge will be conducted by the Government and the contractor must adequately demonstrate the dredge is

capable of traveling 20' utilizing a traveling spud while the Government representative is present. If it is determined that the traveling spud does not meet this requirement then the contractors bid price will revert to the converted price based on the number of hours in the table above without a traveling spud. In addition, the contractor may elect to bid based on the number of 100% pay hours without a traveling spud and elect to add a traveling spud later in the contract. The 100% bid price for the dredge will then be converted based on the number of hours with a traveling spud provided the traveling spud meets the requirements herein. The following equation was used to calculate the hours in the table for the bid schedule.

Equation: $(1 - (0.15 \text{ for ladder pump} + 0.15 \text{ for traveling spud})) \times \text{Basic Dredge hours for the dredge size} = \text{Number of hours for bid schedule}$

Example: Dredge A has a 30 inch discharge diameter, a ladder pump and conventional walking spuds. Applying the equation yields: $(1 - (0.15 + 0)) \times 3411 = 2900$ hours.

2.3. ATTENDANT PLANT:

2.3.1. 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.

2.3.2. The Contractor will have available at all times during the duration of work a minimum amount of 25,000 feet combination of floating, submerged, and shore pipeline. The Contractor shall determine for himself the lengths of floating and submerged line necessary. If the Contractor's combination of floating and submerged line lengths is found to be inefficient, the Contractor may be directed to adjust the combination thereof to a more efficient combination all at no increase in cost to the contract. Also, at the option of the Government, the Contractor may be required to mobilize and utilize additional pipeline. **The cost for the initial mobilization and final demobilization of the additional pipeline will be paid at the same rate as Bid Item 5 – Intermediate Mobilization and Demobilization of Pipeline per unit of 1,000 feet of pipe. After mobilization of the additional pipe, the pipe becomes part of the plant and setup and breakdown will be paid for under 70% time or intermediate mobilization and demobilization of pipeline, whichever is applicable, even if used on another task order under this contract at no additional cost to the Government. Mobilization and demobilization payment of the pipe will be paid at 60% upon arrival and the remaining 40% upon final plant demobilization.**

The Contractor will be notified in writing and will be expected to have the additional pipeline on site within 20 days of receiving the written notice. If the additional pipeline is not on site within the 20 days, and no further dredging can be performed as a result of the lack of additional pipeline, then the dredge will be placed on 0% pay time until the entire required pipeline is in place ready for commencement of dredging. The Contractor would then be eligible for 100% pay time once material is satisfactorily passing through the pipeline. Any material that is deposited elsewhere than in places designated or approved by the Contracting Officer may be required to be removed, and the Contractor will be required to redeposit such misplaced material where directed at his expense (no additional costs to this contract). Floating lines and shore pipe will be capable of visual inspection for leaks at all times during the operation. Submerged pipelines shall be air tested before placed in operation. One swivel floating elbow section, or a flexible pipe section, shall be furnished. All pipeline shall be essentially the same diameter as the dredge discharge as designed by the pump manufacturer. If the Contractor mixes dredge pipeline sizes, it must be shown not to adversely affect the dredge production as compared to utilizing one pipeline size.

2.3.3. The attendant plant shall include a minimum of two vessels, each a twin screw shallow draft dredge tender. Both vessels shall be of sufficient size and horsepower, capable of performing all duties necessary to efficiently carry out dredging operations in normal currents and conditions and both shall be available at all times with one operator and one deckhand each to insure efficient operations. In the event the dredge is not self-propelled, the attendant plant shall include one additional towing vessel, with sufficient horsepower to be determined by the Contractor, to be available at all times to adequately move the dredging plant to allow passage of traffic, to move the dredging plant from one location to another, to completely move the dredge plant to safe harbor in case of adverse weather condition, and to assist in the total dredging operation. No division in pay will be made for the additional towing vessel and the two dredge tenders. They will be considered as part of the dredging plant and shall be in operation at all times regardless of the pay status of the dredge.

2.3.3(a). For use in shore work and upland areas, the contractor shall furnish the following equipment: two crawler type low ground pressure tractors, at least equal in capability to a Caterpillar D-6. These tractors shall have a hydraulic operated dozer blade. These tractors shall have qualified operators and be available at all times regardless of the pay status of the dredge. A separate independent light plant with radio communication to the dredge shall be used in all upland disposal areas. The Contracting Officer may elect to have the contractor substitute a track mounted crawler hoe with minimum 1 cubic yard bucket for one of the dozers, at no additional cost. Additional equipment for performing disposal area maintenance may be required by the Contracting Officer and shall be negotiated in the individual task order. The cost of the additional equipment shall be paid for using the 100% time bid item and no contract mod shall be executed for the additional equipment.

2.3.3(b). Spill Barge: The Contractor must also have, as part of the dredging plant, a "controllable spill barge" to disperse the dredged material in the open water D/A(s). The Contractor must have the mechanism built into the spill barge to allow full control of the barge's movements, side to side, and forward/backward. The Contractor must have an electronic tracking system on-board this spill barge, with which the spill barge operator will know where the barge is at all times and be able to make controlled movements. The Contractor should submit information, as part of his DEPOSITION PLAN, explaining how this requirement will be met, mechanically, technically and functionally.

2.3.4. The dredge shall be equipped to capture real time slurry density and pump output side velocity, pump(s) vacuum, pump(s) RPM, line pressure, dredge load chart and computed dredge production. Legible printouts of the recordings shall be furnished to the Contracting Officer for each day's operation on a daily basis. The creation of these charts shall be real time and observable by the Government Inspector(s) at all times.

2.3.5. Transport Vessel/Survey Boat: The Contractor shall provide one deep "V" hull transport vessel/survey boat, with twin propellers, not less than 40 feet in overall length, with enclosed space for three passengers after installation of all required Contractor furnished survey equipment and survey party crew (Survey Equipment/Personnel defined elsewhere), to adequately operate and survey in all channels included in the scope of work limits along with accompanying disposal areas. This vessel must have an operator and deckhand 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 Government Inspector shift changes and Government directed hydrographic surveying. The use of this vessel for Contractor's crew changes, or any other use of this vessel by the Contractor shall be secondary to Government Inspector shift changes and Government directed hydrographic surveys. 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. The Contracting Officer's Representative may approve a transport/survey vessel that does not meet the above requirements if he deems the replacement vessel can adequately perform the required duties stated above.

2.3.6. Survey Party: The Contractor shall furnish one full survey party available for 12 hr/day survey operations 7 days a week. The minimum full-time crew for the survey boat shall be one qualified survey boat operator for the daylight shift, plus up to a 4 man survey party to perform surveys to support the entire dredging

process. Also, a person responsible for plotting of surveys should be on board the dredge during the daylight shift. The survey party should have a sufficient number of qualified personnel in order to adequately survey under any condition. The party shall survey the current conditions of the area being dredged and perform the survey assignments, operating all necessary electronic positioning and computer equipment.

2.3.7. Survey Equipment: The Contractor furnished survey equipment must meet or exceed all requirements listed below as well as any other requirements referred to in these specifications:

2.3.7(a). Positioning System: The positioning system must be capable of providing positional accuracies of the vessel within three meters or less. This system must have a proven track record and have the manufacturer's written backing stating the accuracy thereof. The system utilized must be capable of providing twenty-four hour, seven days a week positional coverage within the above stated accuracies. The contractor, if properly equipped with a Global Positioning System, may utilize such a system as long as the accuracies are confirmed and documented during the use of the system. The positioning system and survey software will have the capability of providing visual guidance to the vessel operator and acquire positioning and guidance updates on no more than one second time increments.

2.3.7(b). Sounding Equipment: The sounding equipment will consist of a sounding machine/device capable of providing updated soundings on no more than 1/20 second intervals and have an accuracy rating of not less than +/-0.5 feet. Sounding device will have analog charting (real time) within the device and will have all the capabilities of calibrating to a bar check utilizing the Norfolk Method of bar checking. All depths acquired will consist of dual frequency soundings utilizing a high operating 208 kHz frequency transducer and a low operating 41 kHz or 24 kHz frequency transducer. All digitally acquired sounding data for the channel surveys and D/A surveys will be those acquired, as directed by the Contracting Officer Representative, utilizing either high operating 208 kHz frequency transducer or 41 kHz/24 kHz transducer, as applicable. The high frequency soundings will be shown in conjunction with the 41 kHz /24 kHz soundings on the analog chart of the sounding device. All soundings will be acquired on a continuous basis with plotting of data based on the scale and size of the plot and in clearly legible print.

2.3.7(c). Soundings: Soundings for the surveys for the channel and disposal areas as required by this contract shall be made by an electronic sounding device. The electronic sounding device shall be similar and equal to the Teledyne Odom Echotrac MKIII echo sounder, as requirements dictate. All costs associated with the required soundings and data compilation will be included in the contract price for dredging.

2.3.7(d). Acquired and Processed Data: The survey system shall use a computer and software capable of handling all required data points and plotting of those data points. If the Contractor is utilizing HYPACK to perform his required surveys, the Contractor shall use the Government provided channel files. 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, line, log, and tide files associated with each survey among others. Otherwise, the Contractor shall utilize a system capable of acquiring or converting all, unedited raw data (horizontal and vertical) to an IBM, ASCII compatible format prior to submittal to the Government. The ASCII format shall be compatible with the MS DOS Operation system. 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 (ASCII 32 (10)) and the record shall be terminated by a line feed with carriage return. All records shall conform to the format shown below:

EASTING	NORTHING	DEPTH	DATE	TIME
123456.78	876543.21	-42.3	01/15/91	14:22:13.3

Said survey system shall provide a means of plotting all data points for submittal in hard copy form according to the requirements listed herein.

Routine/verification surveys shall be submitted within 24 hours of the survey and larger surveys, such as for open water disposal areas, shall be submitted within 48 hours of the survey. Both surveys shall include plots and data collection information. All plots submitted shall be provided on full size 22" x 34" (ANSI 'D' size) plot paper (half size, 11" x 17" if approved by the Authorized Representative) and delineate no less than the following: all nav aids; north arrow; station data (corrected to MLLW); date of survey; grid ticks; surveyor's name; vessel name; channel lines and any other pertinent information. Scale of plan view plots shall be 1" = 200' and cross-sectional plots as specified by the Authorized Representative. Plan view plots shall delineate actual vessel track along the specific route taken and print depths acquired along the route on a scale clearly legible; cross-sectional plots shall be plotted on hard copies which delineate the channel dimensions in a template format. All hard copy plots shall be in the form of CADD drawing files in Microstation SE format. The CADD drawing files and data (Hypack files/folder) used to produce the hard copy plots shall be provided on a CD in the format previously specified and in unedited form. All submittals shall include both raw and edited data and all supporting field notes, squat tables, tide data, and scrolls, both in electronic form on a CD and a printed/plotted format on paper.

2.3.7(e). Dredge Electronic Tracking Position: The Contractor shall be able to visually display continuous real time positioning of the dredge, by track plot or CRT screen, in relation to the before-dredging surveyed shoals and/or more updated surveyed shoals. Dredge location accuracy shall meet the requirement

of the Corps' "Manual of Survey Instructions". **An identical dredge electronic tracking system shall be provided to the Government inspector and equipped in the inspector's office.**

A written discussion of the method the Contractor intends to use in order to satisfy these requirements shall be included in the Contractor's bidding schedule discussions.

3. PERFORMANCE:

3.1. GENERAL: Upon initiation of work, the Contractor shall prosecute the work assigned him with faithfulness and energy, and at all times endeavor to meet the schedule of excavation (dredging) and disposal operations as determined by the Contracting Officer. The Contractor shall be expected to conduct excavation dredging and disposal operations seven days per week, twenty-four hours per day, including those days, which have been declared by Congress to be legal holidays for per diem employees of the Federal Government (applies only to the rental portion of this contract). The order of work to be performed under this contract cannot be determined except as the work progresses. The Contractor shall be expected to pre-construct dredge pipelines needed for this work. The Government will facilitate this by issuing excavation assignments far enough in advance for the Contractor to accomplish the pre-positioned pipeline construction. The Contractor shall bear all direct, overhead and collateral expenses incidental to the operation, upkeep and repair of all items of plant. He shall maintain the plant in a good state of repair, shall arrange for a supply of renewal parts to be on hand when needed for all plant and shall provide and maintain efficient personnel for each item of plant employed in connection with the work. Equipment will be in condition to render efficient, economical and continuous service and shall be equipped with all mechanical devices and equipment required by Federal, State and local authorities, provided that nothing in the paragraph shall be construed to limit the authority of the Contracting Officer to prohibit the use of any piece of equipment which, in the opinion of the Contracting Officer, is mechanically unsafe for use. Equipment which the Contracting Officer or his authorized representative considers does not perform in a satisfactory or efficient manner shall be repaired or replaced by the Contractor at the Contractor's expense within 24 hours after notification by the Contracting Officer or his authorized representative. Failure of the equipment to perform to the satisfaction of the Contracting Officer, and failure by the Contractor to effect timely replacement of the unsatisfactory equipment, shall be sufficient cause for the Government to procure replacement equipment and charge the Contractor for any excess costs associated therewith. The equipment shall be registered by the Contractor with all Federal, State and local authorities requiring registration, and registration plates or other evidence of registration shall be displayed in accordance with the requirements of the registering authority.

3.2. INSPECTION OF PLANT: Upon arrival of the dredge and attendant plant, it will be inspected for any deficiency in safety or health requirements. The Contractor should have already inspected the plant and corrected all deficiencies found. In the absence of any deficiencies, the plant will be put to work. In the event that any plant is deficient safety wise or health wise to prevent safe operations, the plant will not be put to work, but will continue in a nonpayment status until the safety deficiencies are corrected to the satisfaction of the Contracting Officer, at which time the plant will be put to work.

3.3. TERMINATION OF WORK: It is anticipated that upon completion of the excavation assignment(s) all the plant will be released to the Contractor. However, the Contracting officer, by written notice, may terminate any task order, in whole or in part, when it is in the Government's interest. If any task order is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

3.4 Plant Delivery: For bidding purposes, the assumed mobilization point will be the entrance of the Mobile Harbor, Alabama, however the actual mobilization point will be determined upon issuance of the first task order. If the actual mobilization point differs from this assumed mobilization point of Mobile Harbor, AL, then an adjustment for mobilization will be determined by computing the actual mileage difference between the two sites (either plus or minus depending upon whether the contractor's plant transits more or less distance to the actual site from their original dredge location), by the paid rate for the Mobilization Bar to Bar bid item. The actual point of delivery may be determined by the Contracting Officer as any location within the scope described in paragraph 1 of this section on the basis of shoaling rates and channel conditions.

3.5. PRIVATE WORK RELEASE: By mutual agreement of both the Contractor and the Contracting Officer, the dredge may be released from this contract for short periods of time to perform work for others in the same vicinity. The dredge shall, however, be returned to operations under this contract within 48 hours after notice by the Contracting Officer to resume such contract work.

4. PHYSICAL DATA:

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 therefrom by the Contractor.

4.1. General: The indications of physical conditions on the drawings (if provided in the solicitation package) and in the specifications are the result of site investigations and surveys.

4.2. Location: The work to be done under these specifications is located anywhere within the boundaries of Mobile District.

4.3. Subsurface Investigation: Contractor's Investigation Responsibility: The Contractor should make his own investigation of submerged, surface and overhead structures in the work areas and other locations he finds necessary to traverse. The exact location, depths and heights of submarine cables, pipes, 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 dredging in the vicinity with a minimum interruption of service, and shall perform his 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 not dredge within 50 feet of and/or dispose of dredged material in the vicinity of any marine structure. If the marine structures are damaged by the dredging operations, it will be the responsibility of the Contractor to repair or rebuild the damaged facility at no cost to the Government.

4.4. Weather Conditions: The sites of the work are exposed to local disturbances in Mississippi Sound, Mobile Bay, other coastal areas and upper Gulf of Mexico which may cause suspension of the work for short periods of time. Generally the sites of the work do not provide safe refuge from tropical hurricanes which may occur from June to December. Should a hurricane occur during the course of the work, it will be the responsibility of the Contractor to select a safe harbor. There are no known unusual currents at any of the sites except during extreme tidal events when velocities of 2 to 4 miles per hour may be expected; however, the Contractor should investigate all the sites of the work and determine for himself the requirements of the work. The mean tidal range is approximately 1.5 feet. The working season extends over the entire year. However, 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 as outlined above will be considered justification for an extension of the contract time.

4.5. Transportation Facilities: The work areas are accessible by water via the Gulf Intracoastal Waterway and the Gulf of Mexico, leading from Mobile Bay and/or New Orleans harbor. Highway access (State, Federal and Local) is available to the near vicinity of all work areas.

4.6. Channel Traffic: The traffic using the channels to be dredged under these specifications is considered heavy and consists mainly of commercial vessels, charter boats and pleasure craft. There is ample room in the area to be dredged to accommodate traffic without undue interference with the dredging operations specified herein; however, at times the Contractor can be expected to be required to move his dredge plant completely clear of the channel due to the size

of a particular vessel. CAUTION: When navigation conditions become hazardous due to inclement weather (fog, storm, etc) or other circumstances, the dredge and related equipment shall be moved to provide the maximum possible channel width (even full channel) for safe passage of any impending project traffic. The Contractor shall maintain appropriate communication with project traffic during such hazardous conditions. 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).

4.7. Obstruction of Channel: The Government will not undertake to keep the area and channel free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act 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 the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion of the work, the Contractor shall promptly remove his plant, including ranges, buoys, piles, and other marks placed by him under the contract in navigable waters or on shore. Due caution shall be exercised in dredging adjacent to wharves and bulkheads in order that they will not sustain damage or be undermined by the dredging operations. No dredging shall be done within 50 feet of any established harbor line, wharf or other structure unless approved in advance by the Contracting Officer. Any such damaged structure shall be repaired or replaced by the Contractor at no expense to the Government.

4.8. CHARACTER OF MATERIAL: The material to be removed will be highly variable between projects. It will vary from coarse sand to fine clays and silts and in some areas may have extreme levels of debris from storm related damages. For the purposes of this solicitation, the material to be dredged shall be considered as unclassified.

5. WORK LAYOUT AND ORDER OF WORK

5.1. WORK LAYOUT: Dredging limits will be designated at each assignment by coordinates and/or channel centerline station. The Contractor shall furnish, at its own expense, all stakes, pipe, equipment, range markers and labor as may be required to maintain any part of the work from the ranges and gages established by the Government and to check for verification starting and stopping points on each shoal area. 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, and if such works are destroyed by the Contractor 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 to the Contractor.

5.2. ORDER OF WORK:

5.2.1. The order of work to be performed under this contract cannot generally be determined except as the work progresses. Successive dredging location assignments may be either upstream or downstream from the previous assignments, and may not be at consecutive or contiguous locations. Repetitive dredging may also be required at a given location.

5.2.2. Dredging assignments shall be determined by the Contracting Officer or his representative, and will be given to the Contractor's representative aboard the plant who is in charge of the operations. Assignments may be changed at any time without any prior notice. The Contractor may also be required to stop work at any time without completing an assignment. There is no guarantee of specific work assignments under this contract.

5.2.3 Advanced Line Set-up. Before completion of an assignment and when the next work assignment is 5 miles or less away, the Contractor will be expected to pre-position available pipeline for the next work assignment to reduce non-productive time. This requirement can be waived or enforced at the discretion of the Contracting Officer.

6. RESERVED.

7. DREDGING (EXCAVATING OF SHOALS):

7.1. General: The shoals removed from the before mentioned channels shall be transported and satisfactorily deposited into open water sites, upland disposal areas and/or beach disposal areas as discussed in the scope of work. Additional disposal requirements are covered in this section.

7.2. Dredge (Excavation) Plant Instrumentation: All dredge (excavation) plant utilized on this contract shall be instrumented to monitor the location of the dredge during excavation as specified herein. The data produced by this instrumentation will be collected by automated (computer-digitized) means and stored on a CD in an IBM compatible format, DOS Operating System, ASCII format. The Contractor's proposed format for these data shall be submitted at the pre-construction conference and must be approved prior to the start of the work. The Contractor's initial submittal shall include written instructions to explain the data format used. Within 24 hours after commencement of dredging, the Contractor shall submit a hard copy and disk with the data in the format as previously approved for verification. All data will be tied to the date and real time of day with data point intervals not greater than five (5) minutes. Each disk can be used to its maximum storage space up to one week's data, if capable. The original disks will be submitted to the Government as soon as full or at the end of each week's collection (includes dredge and spill barge data).

7.2.1. The following elements will be monitored, as a minimum:

- a. Dredge I.D. designation.
- b. Dredge location by coordinates and by cut(s), i.e. east, west, center, 1, 2, 3, etc and whether first cut or redredge.
- c. Dredge cutterhead location (at all times) both horizontally and vertically.
- d. Dredge horizontal discharge location (at all times).

7.2.2. The Dredge Plant Instrumentation is a part of the dredge plant and must be functional at all times. If failure of any part thereof occurs, the Contractor will be expected to repair the failed part within the next 24 hours restoring full operations. If failure to repair does not occur in that period, the particular plant affected will be considered non-responsive to the contract requirement and will either be replaced or a redundancy part added to render the plant fully operational to include the monitored data, all at no additional increased price or time to the contract.

7.2.3. The requirements of paragraph 7.2 and accompanying paragraphs are in addition to the requirements set forth in paragraph 2.

8. DISPOSAL OF EXCAVATED MATERIALS:

8.1. General: Excavated material shall be transported to and disposed of in the proper disposal area as described below and as depicted on the contract drawings (if provided). The Contractor will develop his disposal procedures based on these requirements/restrictions. The Contractor will submit a DEPOSITION PLAN to the Contracting Officer for approval prior to disposal of any dredged material under this contract. The Contractor's DEPOSITION PLAN shall be completely explanatory and include all assumptions, statements of fact, computations and a narrative to fully explain the procedures that the Contractor will follow during the contract. The Contractor's DEPOSITION PLAN will address each different disposal situation.

8.1.1. Permits have been procured by the Government for deposition of dredged material in the designated disposal areas.

8.1.2. The Contractor shall provide equipment and operators satisfactory to manipulate dredge material and move the outflow pipe as directed by the Contracting Officer for the duration of the dredging operations (24 hours per day) at a particular D/A. All operators shall have radio communication with the dredge at all times. The operators shall have available, and in operating condition at all times, a marine vessel or appropriate four wheel drive vehicle for transporting the crew-members to and from the D/A for inspection, monitoring and/or O&M purposes. The contractor shall furnish at least a two man crew, both first aid and

CPR certified, on the spill barge/disposal area at all times during operations. The dump crew shall make at least one trip around the disposal area per shift to ensure that all disposal area dikes are in good condition with no leaks, failures, etc.

8.1.3. For dredged material pumped through a pipeline, the Contractor is responsible to select a pipeline route to the D/A and methodology of construction (type of pipeline and installation) and/or plant equipment layout that will not cause a hazard to existing navigation nor undue restriction to marine traffic, particularly in the marked navigation channels and the adjacent private docking/mooring/sailing fairways. Particular attention should be given to the pipeline route or other plant layout as related to the existing accesses of the businesses along the project banks. These accesses should not be blocked or restricted to those businesses. If the Contractor's pipeline or equipment is found to be blocking or restricting any business's access or use area, it will be the Contractor's responsibility to coordinate with the business to bring a solution to that restriction problem, even if the Contractor's pipeline or equipment has to be moved or relocated (all at no increase to contract price). Care shall be taken to avoid damaging private structures.

8.1.4. Except as otherwise authorized by the Contracting Officer's Representative in writing, no deposition of dredged material shall be done **UNLESS AN INSPECTOR APPOINTED BY THE CONTRACTING OFFICER'S REPRESENTATIVE IS PRESENT AT THE TIME.**

8.2. RESERVED.

8.3 WEIR BOX/DISCHARGE PIPES, UPLAND DISPOSAL:

8.3.1. Weir Box Maintenance: Dredged material shall be placed in the upland disposal site within containment areas sufficient in volume to effectively settle solids. At no time shall any material be allowed to enter the weir box. Any material escaping the upland disposal area will be considered misplaced material and cleanup provisions as stated in paragraph entitled OBSTRUCTION OF NAVIGABLE WATERWAYS, of SECTION 00700 will be enacted. Adequate settling time shall be maintained by raising the elevation of the weirs crest at the drainage structure as necessary. Sufficient size overflow boards shall be furnished by the Contractor to fill the slotted columns on all open sides of the weir box. Overflow boards shall not exceed six (6) inches in height. The Contractor shall be responsible for the maintenance of all weirs and drainage structures until completion and acceptance of work. Prior to dredging operations, discharge pipes through containment dikes should be inspected for obvious displacement due to settlement, and joints in the discharge pipes shall be sealed to prevent seepage through joints. Polyethylene may be used and supplied by the Contractor around the weir box as an additional safeguard against seepage. The

polyethylene will be supplied and installed at no additional cost to the Government.

8.3.2. MATERIAL PLACEMENT IN UPLAND AREAS: Material shall be placed within upland disposal areas in such a manner that damage to the containment dike, weir box, or discharge pipes from the area does not occur. The Contractor will be responsible for any damage resulting from his disposal operations, inside or outside of the disposal area. Dredged material placement in each area will be discussed in the Preconstruction Conference. Material shall not be placed higher than that elevation which allows for two feet of freeboard along any portion of dike, nor shall material be allowed to cross the containment area in such a way as to block drainage from other portions of the containment area to the weir box. All dredged material shall be sloped to drain toward the weir box.

8.3.3. Natural Drainage: The Contractor will be required to maintain the natural drainage within the disposal areas and shall construct all ditches as may be necessary to accomplish this purpose to the satisfaction of the Contracting Officer. Dredging operations shall be suspended should the Contractor fail to immediately restore to its normal condition any drainage system, either natural or artificial, which was damaged as a result of dredging operations.

8.3.4. Pipeline Corridor and Ramps: Existing pipeline corridor and ramps are the only approved access areas to upland disposal areas. No alterations to these corridors or ramps or construction or clearing of new areas are permitted, unless approved by the Contracting Officer.

8.4. The Contractor shall monitor turbidity using a turbidity meter equivalent to a HACH 2100 Portable Turbidimeter in the Open Water Disposal Areas throughout the life of the contract to ensure the Contractor complies with permit requirements for Open Water Disposal Areas in this contract. The Contractor will be required to prepare and submit daily turbidity reports. Turbidity shall not exceed the limits specified in the Water Quality Certification for the project. If turbidity resulting from the project exceeds these levels, the Contractor will cease dredging and notify the Authorized Representative of the Contracting Officer.

8.5 "Thin Layer Dispersal" Process: The disposal (dispersal) process shall be operated in such a manner that the dredged material will settle out in the designated open water disposal areas (D/A) in thin layers. It is desired that the deposited material thickness not exceed a six (6) inch thick lift even if the deposited material settles immediately to the bottom after falling out of the dredge pipeline. However, due to the inaccuracies in the disposal process, material thickness up to a maximum of twelve (12) inches will be allowed. This specifically means that the existing bottom surfaces of disposal areas cannot be raised in elevation more than twelve (12) inches throughout the dredging operations. Any material deposited in excess of twelve (12) inches shall be removed by the Contractor at his own expense with no increase in contract price

or time. The Contractor shall provide a positive means to disperse the dredged material deposit over enough D/A bottom surface area to accomplish this restriction. The Contractor's Disposal Plan discussed in this contract will explain the procedure by which the Contractor intends to accomplish this requirement, stating all facts, assumptions, computations and operating procedures that will lead to anticipated success of the "Thin Layer Dispersal" process. The Contractor's plan will be subject to the approval of the Contracting Officer's Authorized Representative. No dredge discharge will take place in a particular disposal area prior to the Contractor's submittal of the "before construction" survey (discussed elsewhere within this Specification), plotted in plan view. The "after construction" survey shall be made by the Contractor within one (1) week after dredge discharge into a particular disposal area ceases and that data plotted and submitted in plan view and in X-sections along with the "before construction" survey by the Contractor before final acceptance of the contract work in that area of channel is given. The Contractor shall prepare, operate and maintain the disposal areas in a manner to accomplish the contract required results. The Contractor shall also be aware that the amount of EXCESS DREDGING he performs will directly impact the outcome of the "Thin Layer Dispersal" process and the limitation discussed above. (EXCESS means greater than the required dredging plus allowable tolerances).

8.6 BEACH PLACEMENT/NOURISHMENT: All dredged material designated to be placed at beach shoreline sites shall be performed as directed by the Contracting Officer's Representative. The contractor will be required to utilize dozers under this contract to shape dredged material throughout the dredging operations, as directed by the Contracting Officer's Representative, and grade the dredged material and shape to tie into the beach to give the appearance of a natural undisturbed beach upon completion of disposal in this area. The shoreline shall be free of pockets or areas that will trap water from draining.

9. QUALITY CONTROL:

9.1. CONTRACTOR QUALITY CONTROL: The Contractor shall provide and maintain an effective quality control program that complies with the Quality Control sections of this contract.

9.2. PRECONSTRUCTION CONFERENCE: With reference to the paragraph entitled PRECONSTRUCTION CONFERENCE of this section, Contractor will bring his designated Company representatives, including the dredge captain, to the Preconstruction Conference. Contractor should be aware that required submittals must be approved prior to commencement of dredging operations. A list of required submittals can be found in section 013300.

9.3. RESERVED.

9.4. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall be responsible that his employees strictly observe the laws of the United States or other governing body affecting all operations at all sites. The Contractor shall comply with all applicable laws under which he is operating including those concerning the inspection and operation of equipment and the licensing of engineers, land surveyors, pilots, mechanics and other personnel. It is further understood and agreed that the Contractor assumes full responsibility for the safety of his employees, plant and materials.

9.5. REPORTING REQUIREMENTS: The Contractor will be required to prepare and submit a Daily Report of Operations (ENG 4267), a Contractor's Quality Control Report (QCR – SAM 696), and a turbidity report. These Contractor reports shall be prepared for all dredging work activities (as appropriate). All reports must be submitted on a daily basis and not in groups. A reduced sample of each form for recording the required information is bound herein. In addition to the three (3) daily dredging reports required, the Contractor shall prepare a Monthly Report of Operations for each month or partial month's dredging work on ENG Form 4267. The monthly report is to be submitted to the Contracting Officer's Authorized Representative on or before the 7th of each month, consolidating the previous month's work. Further instructions on the preparation of the reports will be furnished at a Preconstruction Conference. Upon completion of the job, the Contractor shall submit a consolidated job report, combining the monthly reports. The Contractor shall submit the original and one (full size reproduction of original) of each report to the Contracting Officer's Authorized Representative. **See Section 01 45 00.15 10, RMS, for electronic submittal requirements for Contractor documentation.**

9.6. ACCIDENT REPORTING: The Contractor shall maintain an accurate record of, and shall report to the Contracting Officer's Representative, in a manner and on the forms prescribed by the Contracting Officer's Representative, all accidents within 24 hours of the occurrence and all serious accidents (those resulting in death or injury requiring medical attention) shall be reported immediately.

9.7. SECURITY REQUIREMENTS: Contractor is responsible for security of his dredging plant, equipment and materials. 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.

10. QUALITY ASSURANCE:

10.1. The Government will monitor the Contractor's performance in each functional area under this contract and reserves the right to use whatever additional surveillance procedures deemed appropriate.

10.2. INSPECTION AND ACCEPTANCE:

10.2.1. As soon as practicable after delivery of work in any installment, the Contracting Officer will inspect that work and notify the Contractor of the results of such inspection. During the progress of work, the Contracting Officer shall likely have a Government representative on or near the dredge for the purposes of quality assurance, timekeeping, and environmental and safety consciousness. However, all work, and all the Contractor's or Subcontractor's plant and equipment engaged in the work, shall be subject to and available for inspection by the Contracting Officer's Representative at all times. Any instructions of the Contracting Officer Representative arising from such contacts will be directed to the Contractor or his designated agent.

10.2.2. RESERVED.

10.2.3. If the performance in any required service is unsatisfactory, and poor performance is the fault of the Contractor, the Government will either request the work be redone at no expense to the Government, or deduct the cost of having the work performed by another party from payment due to the Contractor. Deductions will be based on the Contractor's bid schedule, the Government's cost to perform the work, or the Government's cost to have another contractor perform the work.

10.3. QUANTITY AND VERIFICATION SURVEYS:

10.3.1. Detailed Surveys (BD's) - Before dredging surveys shall be performed by the Contractor 2 to 5 days prior to commencement of work. The BD's will be used to determine the work to be performed. They will generally consist of detailed surveys. Plan views, cross sections and quantity data, CD data disks (including Hypack files/folder) and scrolls of each project shall be provided by the Contractor before work commences.

10.3.2. Quality Surveys (AD's/Check-Sections) - After dredging surveys shall be performed by the Contractor to determine the actual work completed and to assure quality of the work performed. Plan views, cross sections and quantity data, CD data disks (including Hypack files/folder) and scrolls of each project shall be provided by the Contractor at the completion of each project.

10.3.3. The Contractor shall have on-site during daylight hours, a qualified surveyor with surveying equipment that meets or exceeds the "Survey Manual EM 1110-2-1003 - Navigation and Dredging Support Surveys Bottom Material Classification" Hydrographic Survey requirements to perform verification surveys as per the Government's request. The Contractor shall also have the equipment and personnel to process/plot the surveys in the previously discussed format the same day they are performed.

10.4. DGPS/POSITION ACCURACY VERIFICATION: The Government will perform periodic dredge position checks to determine the accuracy of the automated dredge positioning system. Such verification may be performed by Government and/or contract survey parties.

11. CONTRACT INVOICES/RECEIVING OFFICE: Original invoice shall be submitted to the appropriate receiving office. The appropriate receiving office will be listed in the individual task orders. Invoices shall contain the following information: contract number, item number(s), description of supplies or services, sizes, quantities, unit prices, and extended totals, as well as an attached Prompt Payment Certificate. Invoices shall not be mailed to the USACE Finance Center in Millington, Tennessee.

12. RESERVED.

13. RESERVED.

14. BIDDER'S QUALIFICATIONS AND PRE-AWARD INSPECTION OF PLANT:

14.1. REJECTION OF BID: A bid may be rejected if a bidder cannot show that he has the necessary capital, experience, and equipment that is needed to perform the work contemplated by this invitation; that he is not already obligated for the performance of other work which would delay commencement and completion of the contemplated work; and that he can deliver the total plant to the site of the work within the time allowed in the specifications.

14.2. PRE-AWARD INSPECTION: If the bid price and the description of the plant in the bid forms indicate that award may be made and lease entered into, the Contracting Officer or his Authorized Representative, will make an inspection of all or part of the plant specified in the bid forms for the lease at any point designated by the bidder to determine whether or not the plant is suitable and in satisfactory condition to perform the work. The bidder shall have the plant, as specified by the Contracting Officer, in operable condition and available for the inspection by the Contracting Officer within 72 hours after the opening of bids. The dredge may be required to pump water through not less than one thousand (1000) feet of floating line while swinging and rotating the cutterhead. During this demonstration the anchors may be moved and spuds "walked", or "traveled" if utilizing a traveling spud, as though dredging. All attendant plant may also operate in the intended and appropriate manner. The duration of the demonstration shall be not more than two hours for each piece of equipment and all items of plant may be operated simultaneously at the option of the Contracting Officer or his representative. The Contracting Officer may elect to waive the pre-award inspection of plant if the plant bid worked satisfactorily under contract to the Mobile District previously and has been maintained in good working order.

14.3. PERIOD TO CORRECT DEFICIENCIES: If it is found that the equipment is not, in the judgment of the Contracting Officer or his Authorized Representative, suitable for the purpose intended or bid, in accordance with the contract specifications, or is not in sufficiently sound mechanical condition to accomplish the mission, the bidder shall be given 48 hours to correct all deficiencies. If the deficiencies are not corrected within this period, the bidder shall be rejected as nonresponsive. This inspection shall not relieve the bidder from the responsibility for the satisfactory operation of the equipment during the period of the contract or from compliance with any applicable regulatory requirements.

15. PLANT:

15.1. MINIMUM PLANT: The plant listed on the attachment to the Bidding Schedule is considered the minimum required by the Contracting Officer for the performance of the work which the Contractor agrees to place on the job. The listing thereon is not to be construed as an agreement on the part of the Government that it is adequate for the performance of the work.

15.2. PERFORMANCE OF PLANT: The Contractor shall be considered as giving assurance that the dredging plant offered will perform efficiently under the conditions described in these specifications.

15.3. UNSERVICEABLE PLANT: If, at any time during the life of the contract, the Contracting Officer shall determine that any item of plant or part thereof is inadequate for the service required, or is not being operated at full capacity, or has become unserviceable, or incapable of efficient work, or is not being effectively operated because of reduced or incompetent personnel, he will notify the Contractor in writing of his decision and direct that item of plant or part thereof or personnel be removed from the work or the defects corrected. The Contractor shall substitute other plant of similar capacity and power satisfactory to the Contracting Officer for any item of plant or part thereof condemned and ordered removed from the work as unfit. All discharge pipelines shall be maintained in good condition and ready to be put to work, such that no visible holes, tears or defects affecting operation are present and all floating pipelines shall be supported by the usual catamarans and bracing or small barges or pontoons. Leaks occurring in the pipelines shall be promptly stopped.

15.4. INOPERATIVE PLANT AND EQUIPMENT: All attendant plant and equipment must be fully operational to comply with the contract. At the discretion of the Contracting Officer, the dredge may be allowed to continue to operate, subject to the deductions specified in this section under the paragraph entitled DEDUCTIONS FOR INOPERATIVE PLANT AND EQUIPMENT.

15.4.1. DEDUCTIONS FOR INOPERATIVE PLANT AND EQUIPMENT: In accordance with SECTION 01 00 00, paragraph entitled INOPERATIVE PLANT & EQUIPMENT, the Contractor's daily payments will be reduced for each full

day, beginning at midnight, in which the plant is inoperative. Partial days will not be counted. AT THE DISCRETION OF THE COR, THE PLANT MAY BE SHUT DOWN FOR INOPERATIVE CRITICAL EQUIPMENT UNTIL THE EQUIPMENT RETURNS TO FULL PERFORMANCE. The following amounts on a full or prorated basis will be deducted for inoperative attendant plant:

Tow Vessel	\$7,000.00 per day
Dredge Tender	\$7,000.00 per day
Computer or GPS Positioning System	\$200.00 per day
Low Ground Pressure Dozer/Trackhoe	\$3,480.00 per day
Transport Vessel/Crew Boat	\$1,200.00 per day

15.5. CONTROL:

15.5.1. Role of the Government: The entire lot of plant included in the contract shall be under the control of the Contracting Officer or his Authorized Representative, with regard to the hours of work, location of work, type impeller used, and overall work to be done. The Authorized Representative will be present at all times to convey instructions with reference to the above work; however, the actual supervision and direction of operations shall be the responsibility of the Contractor.

15.5.2. Role of the Contractor: The Contractor, or a representative with full authority to act for him in all matters pertaining to the administration of the contract and to the care and operation of the plant, shall be on the actual work site at all times. The Contractor shall submit the names of his representatives, including resumes of their qualifications, to the Contracting Officer in writing prior to the commencement of work as explained in Section 01 45 10. It is expressly understood that the actions taken by the named representatives with respect to the administration of the contract and to the care and operation of the equipment shall be legally binding on the Contractor. Further explanation of the Contractor's roles can be found in Section 01 45 10.

15.6. MOVEMENT OF PLANT:

15.6.1. Moves: The Contractor will be responsible for moving the dredge and attendant plant from one location to another. All moves will be made with total dredging plant in tow or as directed by the Contracting Officer within the limits of the definite job assignment.

15.6.2. Plant Safety: The Contractor is responsible for making a determination of when, subject to sea conditions and weather patterns, to suspend dredging operations and move the dredge and attendant plant to a safe harbor.

15.6.3. Passing Tows: Some movement of dredge and pipeline on a daily basis may be necessary to pass tows.

15.7. OPERATIONS AND REPAIR: The Contractor shall bear all direct overhead and collateral expenses incident to the operation, upkeep and repair of all items of plant. He shall maintain the plant in a good state of repair and shall arrange for a supply of renewal parts to be on hand when needed for all plant. He shall also provide and maintain qualified personnel for each item of plant employed in connection with the work.

16. COMMUNICATION: The Contractor shall furnish and maintain the following radios for communication with the Corps, the US Coast Guard, and other vessels. Radio(s) must be certified as being operable on the specified frequencies. A copy of the certification must be furnished to the Contracting Officer prior to acceptance of the plant.

16.1. MARINE RADIO: 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. 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. The Contractor shall provide a portable VHF radio for use by the government inspector.

16.2. CELLULAR TELEPHONE: The Contractor will also be required to provide a fully operational Cellular Telephone system with multi-roam capability that is available for use at all times by the dredge personnel such that it will be available to members of the crew in the case of an emergency situation and for the government personnel for communication with the appropriate office. The phone will be used government personnel to coordinate official matters pertaining to the dredging operation. The cellular telephone equipment shall have the ability to roam from one cellular telephone tower to the other in order to provide coverage in all areas that have a cellular network.

17. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE:

17.1. ACTUAL OR MANUAL COSTS DETERMINATION: 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 when the Government can determine both ownership and operating costs for each piece of equipment groups of similar serial and series from the Contractor's accounting records. When both ownership and operating costs cannot be determined from the Contractor's accounting records, equipment costs 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 retrospective pricing, the schedule in effect as of the time work was performed shall apply.

17.2. EQUIPMENT RENTAL: Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36, substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease purchase or sale lease back arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees are allowable. Costs for major repairs and overhauls are unallowable.

18. PRECONSTRUCTION CONFERENCE/ADDITIONAL SAFETY REQUIREMENTS:

18.1. TIME AND NATURE OF CONFERENCE: 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.

18.2. REQUIRED SUBMITTALS: A list of required submittals can be found in section 013300.

18.3. HAZARD ANALYSIS PLAN (Additional Requirements):

In addition to the complete requirements found in Section 01 00 01 General Contract Requirements, clause entitled U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, the following additional items will be required under the contract:

(a) A Job Hazard Analysis is required for each person employed on this job. Prior to beginning the job, a Job Hazard Analysis shall be prepared by the Contractor. The analysis will address the hazards in each job classification and will present the procedures and safeguards necessary to provide a safe working environment for that employee. The Contractor shall provide a means to assure that each employee has an opportunity to provide input to his/her Job Hazard Analysis and proof of employee understanding by having the employee sign a copy of his/her analysis.

(b) Contractor should assure an understanding on the part of employee and supervisor alike that no new task having potential as a hazard will be undertaken without thorough discussion between them to determine the safest means to accomplish the task. The Job Hazard Analysis will then be modified accordingly.

(c) It is emphasized that areas of the work site are not readily accessible and that several hours may pass before an individual can be transported from the work site to a medical treatment facility. In accordance with Section 3, Article 03.A.02 of, EM 385-1-1 available at award of contract, at least two employees per shift shall be qualified to administer First Aid and CPR.

19. CREW: The Contractor shall provide sufficient personnel to accomplish the duties required to efficiently operate the dredge. To efficiently operate, the contractor will be expected to have sufficient crew and equipment to lay ahead and remove pipeline concurrent to normal dredging operations. If the Contracting Officer's representative determines that the personnel on staff is not adequate to accomplish the work in an efficient manner, \$200 will be deducted from the Contractor's payments/per shift/per day for each crew position that is not adequately represented and \$300 for each supervisory/management position.

a. If in the opinion of the Contracting Officer's representative the overall staffing of the dredge and attendant plant is inadequate to perform the dredging in a safe and efficient manner, the dredge will shut down and will not be allowed to operate until sufficient crew is made available to perform the required duties.

b. The following is an example of the duties required. This listing is not all inclusive and some duties may require multiple personnel while in other cases a single crew member may be able to perform multiple duties. In all cases, safety and dredge efficiency will be the determining factor for the Contracting Officer's representative to decide if the dredge can work or deductions for absent crew members will be made.

Supervisory/management/company representative

Contractor Quality Control System Manager

Site Safety and Health Officer (SSHO)

Leverman

Watch Engineer (engine room)

Dump watchman (radio, inspection of weir and dike)

Tender/Towing vessel operators (Licensed)

Deck hands

Upland disposal area equipment operators

Crewboat operators

Oilers

Automated Dredge Positioning System Technician

Mate

19.1. SIMULTANEOUS WORK: Crew on the dredge shall be able to perform operations such as clearing pump and suction and adding or removing pipeline simultaneously.

19.2. OPERATOR'S LICENSE: All boat operators shall possess appropriate operator's license issued by the US Coast Guard. The separate towing vessel called for in the specifications shall have a licensed operator at all times. A deckhand shall be aboard any boat (excluding skiffs) when it is in use. All towing and job site operations shall comply with all regulations found in the US Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1.

19.3. MANNING DURING FUEL TRANSFER: The Contractor shall comply with applicable US Coast Guard regulations concerning the manning of tank barges and fueling transfer operations as stated in CG 123.

19.4. UNSATISFACTORY EMPLOYEES: The contractor will remove from work under this contract any employee who, in the opinion of the Contracting Officer, is unsatisfactory. This requirement shall not be made the basis of any claim or compensation or damages against the United States or any of its officers or agents. This clause is intended specifically for those employees that hamper, slow, or inhibit full performance of the dredge and attendant plant. Two written notices will be issued to the Contractor's on-site representative. An example is a lever man, who by comparison to previous dredging practices, does not make sufficient advance or production on his watch.

19.5. AUTOMATED DREDGE POSITIONING SYSTEM TECHNICIAN: The Contractor shall furnish a dedicated technician(s) to install, set-up, operate, maintain, troubleshoot and modify/update the required computer and automated positioning system components as detailed in paragraphs entitled "Dredge Electronic Tracking Position" and "Dredge (Excavation) Plant Instrumentation", in this section. Such technician(s) shall be on-site during the duration of the contract and may be assigned other duties.

20. GENERAL SAFETY REQUIREMENTS: An accident prevention program is required which incorporates safety features and procedures from EM 385-1-1, entitled "U.S. Army Corps of Engineers - Safety and Health Requirements Manual" that are applicable to all aspects of Contractor dredging operations. The Contractor shall comply with the latest version of the EM 385-1-1 (including interim changes) that are in effect on the date of the solicitation. In addition to these features, the following safety requirements shall be incorporated into the Contractor's accident prevention program:

20.1. The Contractor shall designate a "plant fleeting area" in which all non-used portions of plant or floating pipeline shall be stored. Such area shall have "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 paragraph 08.A, EM 385-1-1) shall be displayed on the equipment in the fleeting area. Such signs shall have reflective borders and shall be well lighted.

20.2. Multiple lengths of floating pipeline may be placed side-by-side within this fleeting area, 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.

20.3. Floating pipeline within this fleeting area not protected by barges at each end 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 paragraph 20.1. above, also applies in this case.

20.4. Dredge Pipeline Markings (Submerged and Floating) and Channel Crossings:

20.4.1. General: Pipelines, as pertains to critical markings, will be defined in terms of "submerged" and "floating" only. "Submerged" pipelines are defined as pipeline constructed and positioned to rest on, or be positioned on, or be anchored to, the water column bottom at all times. Any pipeline, not constructed and positioned to remain at rest on the water column bottom is defined as "floating" for purposes of these marking requirements. These definitions and requirements apply whether there is dredge slurry flowing through the pipeline or not (stored pipeline covered elsewhere).

20.4.2. Submerged Pipeline: The location or position of the entire length of submerged pipeline shall be marked with signs, buoys or lights as required by the USCG and as approved by the Designated Contracting Authority. The local USCG and USACE agree that the following marking elements are sufficient:

a. one row of signs, buoys, lights (constant yellow color of such intensity to be visible for at least one mile on a clear night); and

b. markings more or less equally spaced along the submerged pipeline length in sufficient number to define the alignment (length and course) of the pipeline; and

c. any marking sign, buoy or flag must be constructed of reflective material, i.e., paints, etc. that marine radar can detect and is easily seen when hit with a spot light beam.

20.4.2.1. Routine inspections of the submerged pipe shall be conducted to ensure integrity of anchorage and markings. All anchorage and related material shall be removed when the submerged pipe is removed.

20.4.3. Floating Pipeline: The location or position of the entire length of floating pipeline shall be marked with lights as required by the USCG and as approved by the Designated Contracting Authority (includes rubber and metallic material pipelines). The below marking elements shall be followed unless superseded by a more recent revision of 33 CFR 83.27.

a. one row of yellow lights, more or less equally spaced, where the:

(1). lights flash 50 to 70 times per minute;

(2). lights are visible all around the horizon for at least 2 miles on a clear dark night;

(3). lights are not less than 1 meter nor more than 3.5 meters above the water surface; and,

(4). the lights must be sufficient in number to clearly show the pipeline's alignment (length and course). The lights shall not be spaced more than 10 meters apart where the pipeline crosses a navigable channel (see paragraph below for further lighting requirements of channel crossings).

b. two red lights at each end of the total pipeline length, which are:

(1). visible all around the horizon for at least 2 miles on a clear dark night; and

(2). stacked 1 meter apart in a vertical line with the lower light at the same height above the water as the flashing yellow lights along the rest of the pipeline.

20.4.3.1. Routine inspections of the floating pipeline shall be conducted to ensure marking's integrity.

20.4.4. Channel Pipeline Crossings:

20.4.4.1. At channel crossings, the pipeline can be either of two types, i.e., submerged pipeline crossing or floating pipeline crossing (floating crossing is further defined as fixed and non-fixed opening types):

20.4.4.2. Submerged pipeline crossing:

a. the pipeline must be constructed in such a fashion (joints, bends, etc.) that the pipeline offers a safe passageway to usual vessel traffic that is equal to or greater than the project channel dimensions (bottom width, side slopes and depth); and

b. has two stacked red lights at either side of the safe passageway, which are:

(1). visible all around the horizon for at least 2 miles on a clear dark night;

(2). lights stacked 1 meter apart in a vertical line with the lower light not less than 1 meter nor more than 3.5 meters above the water surface (same height above the water as the flashing yellow marker lights if this pipeline immediately joins with other floating pipeline).

20.4.4.3. Floating pipeline crossing:

20.4.4.3.1. Fixed, non-opening, drop loop type:

a. two stacked lights, at either side of the safe passageway, which meet the criteria of 20.4.4.2.b.(1)., 20.4.4.2.b.(2) above; and

b. the loop must have sufficient depth and width, i.e., equal to or greater than the channel's project dimensions.

20.4.4.3.2. Non-fixed, opening type:

a. two stacked red lights, at either side of the to-be-presented safe passageway, which meet the criteria of 20.4.4.2.b.(1)., and 20.4.4.2.b.(2). above; and

b. the crossing pipeline shall have the capability to quickly be disconnected (opened), on proper notice by approaching traffic, to allow safe vessel passage.

20.5. All plant, used or idle, shall be inspected at least once per shift by the contractor and government inspector (if inspector is on shift) 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. An adequate number of reserve batteries and lights shall be stored on the dredge at all times in order to restore non-functioning lights.

20.6. At all public boat marinas within 10 miles of dredging operations or moored equipment, a sturdy and prominent warning sign shall be displayed, (reference drawing of example sign at end of this advertisement entitled: "Warning Sign"). The Contractor will be responsible for keeping this sign current with respect to his dredging operations or equipment. Such sign shall have red lettering and castles on white background with a red reflective border. Adequate spacing should be provided to allow for listing of all work sites. **A map showing the location of all**

Warning Signs shall be submitted to the Government. Final Payment will be withheld until all warning signs are removed.

20.7. The Contractor shall increase public awareness of potential hazards presented by dredge plant equipment stating: location, date of construction, equipment mooring, marshaling areas, etc., by: Ensuring that an announcement of the beginning of the dredging operation receives publicity in local newspapers/radios/television/waterway users associations/etc. Periodic updates/status announcements should be made at intervals (suggest monthly) throughout the contract life.

21. SPECIAL SAFETY REQUIREMENTS:

21.1. As a part of the Accident Prevention Plan submittal, the Contractor shall provide documentation of the required "indoctrination" safety briefing for the particular job being performed by each employee as referenced in EM 385-1-1, Sections 01.B. and 01.C. The documentation shall include the employees name, job title, date(s) of safety briefings, and subject(s) of each briefing. When an employee changes jobs, another "Indoctrination" safety briefing for the new job will occur, with the documentation appropriately updated.

21.2. The Contractor shall provide that every employee receive appropriate "On-The-Job" safety briefings on the first day the employee returns from off-tour time, and regular safety briefing at least every seven (7) working days for all on-tour employees. All such briefings shall be documented on the daily Contractor's Quality Control Report (QCR).

21.3. The Contractor shall provide that every supervisor located at the job site(s) shall attend a "Staff" safety meeting held at least monthly. These safety meetings shall review, plan and establish safety activities involved with this particular project. Documentation of these meetings shall include the employee's name, job title, date(s) of safety meeting, subject(s) of each meeting, summary of actions, and other appropriate information. All such meeting documentation shall be furnished as an attachment to the daily Contractor's Quality Control Report (QCR) within three days after the meeting.

21.4. A representative of the Government shall attend any "Indoctrination" safety briefing and all "On-The-Job" and "Staff" safety meetings while on this project. These briefings and meetings shall be conducted throughout all phases of any work done under this contract and shall include the Contractor and any subcontractors.

22. PAYMENTS:

22.1. **Rental Bid Items:** Pay time shall begin on the date and hour when the dredge actually commences operations on the initial assignment and material

starts discharging from the pipeline. Payment for work on a section will stop upon completion of work in the section. There is no eligible 70% Pay Time or 40% Pay Time prior to eligible 100% Pay Time. Details regarding the payment items for moving between shoals and projects, 100%, 70%, 40%, and 0% pay times are covered within this paragraph.

22.1.1. 100% Pay Time: The following will be considered effective time and will be paid for monthly at the contract price per hour calculated to the nearest one sixtieth (1/60) hour; actual time of dredging when the dredge is under operation with the cutterhead moving material, and such material is being passed through the pipeline and satisfactorily disposed.

22.1.2. 70% Pay Time: The following time will be paid for monthly at 70% of the 100% pay time for effective dredging:

22.1.2.1. Actual time lost due to moving and changing swinging anchors, changing swinging wires to previously prepared pennants, and making necessary changes in pipeline or pontoon lines as are necessitated by the progress of the work, such as adding pontoons to the floating lines or making changes at point of discharge; also, actual lost time up to, but not in excess of, four hours due to dredge shutdowns authorized by the Contracting Officer for the purpose of replacing the pump impeller with either a different diameter impeller or an impeller of a different number of vanes than that of the impeller being used. The intent of payment for delays authorized by the Contracting Officer to permit the Contractor to change pump impellers is to obtain the greatest efficiency of pump operations under changing conditions, such as varying materials, lengths of line, etc., but it is not the intent to pay for replacing worn out impellers or impellers that have lost their efficiency because of wear of either impellers or pump liners.

22.1.2.2. Actual time lost due to removal of logs, driftwood, etc., from the pump, pipeline cutterhead or pontoon line, also necessary time lost due to washing out pipeline before handling. The time for washing out pipeline shall be calculated from the time that the contractor ceases dredging and the cutterhead stops to the time that clear water is passing through the pipeline or pumping has ceased, whichever comes first.

22.1.2.3. Actual time of moving from one location to another location within the same project at the direction of the Contracting Officer. Such time to be computed from time of shutting down by the order of the Contracting Officer for preparatory time until the time when dredge and pipelines are in position for dredging; except when through the negligence of the Contractor part of the necessary equipment needed at the new location is not available as in the case of broken or disabled pontoons, lack of self-propelled plant to set up the pipelines, etc.; in which case no payment will be made for the period of delay. At the discretion of the Contracting Officer's Representative, Mobilization Bar to Bar

and Intermediate Mobilization and Demobilization of Pipeline may be used in lieu of 70% pay time to move from one location to another within the same project.

22.1.2.4. Time lost in making such openings in floating discharge pipelines or swinging to one side of channel and slacking off on the swinging wires as may be necessary for the passage of vessels. The Contractor will be responsible for making such opening upon signal of any vessel or craft desiring to pass.

22.1.2.5 All authorized shutdowns as are necessitated by conditions relating to disposal areas or environmental concerns.

22.1.2.6. If, after making allowance for unfavorable conditions not directly caused by failure of the Contractor to comply with provisions of the specifications, it is determined by the Contracting Officer or his representative that excessive 70% pay time is required by the Contractor to perform work under Paragraph 22.1.2.1 through 22.1.2.5 above, an adjustment will be made reducing the amount of 70% pay time and increasing the amount of non-pay time accordingly.

22.1.3. **40% Time (STANDBY TIME):** When weather conditions are such that they will preclude economical and efficient dredging operations, the Contracting Officer may elect to place the total dredge plant in a standby status until conditions are favorable for economical and efficient dredging operations. When the Contracting Officer directs that the total dredge plant be placed in a standby status, the Contractor will cease dredging operations and/or preparations for dredging operations, and will secure the total dredge in a location approved by the Contracting Officer.

22.1.3.1. During the standby period, the Contractor will man the total dredge plant with sufficient crew to ascertain the security of the plant and to maintain the operations of those systems of the plant that are essentially required to be operated.

22.1.3.2. The standby status will be measured and paid for by the hour measured to the nearest 1/60th of an hour at the rate of 40% of the 100% pay time rate for effective dredging.

22.1.3.3. From the time the Contracting Officer places the plant in a standby status, until the time the Contracting Officer removes the standby status, the total dredge plant will remain in a standby status.

22.1.3.4. When in a standby status, the total dredge plant or portion thereof will not be moved from the approved location of standby unless approved by the Contracting Officer.

22.1.3.5. With the removal of the plant from standby status, the Contractor will be given an assignment that may be to move back to the location from whence the standby status commenced, or to move to another location.

22.1.3.6. Payment for moving from the dredging location to the standby locations will be made at 70% of the effective dredging time payment.

22.1.3.7. Payment for moving from the standby location back to the dredging location last performed on will be made at 70% of the effective dredging time payment.

22.1.3.8. Payment for moving from the standby location to a new project location will be by the mile measured to the nearest tenth of a mile as described under "MOBILIZATION BAR TO BAR."

22.1.3.9. Actual time lost due to storm or hurricane of such intensity as to require cessation of dredging operations is further clarified hereby. If the cessation of dredging operations results in the dredge plant standing by at or near the work site connected to the pipeline, pumping water and the full crew remains on duty, then payment will continue at the 70% pay rate for the duration of the cessation. If the cessation of operations results in the dredge plant disconnected from the pipeline where the dredge is shut down, then the payment will be: at the 70% pay rate, to and from the work area and designated dockage point, and at the 40% pay rate while the dredge is shut down.

22.1.4. **0% (NON-PAY TIME):** Payment will not be made for:

22.1.4.1. Lay time after arrival at new location when such time is incurred at the direction of the Contractor's representative, or when through negligence of the Contractor the necessary equipment is not available at the new location.

22.1.4.2. Shutdowns to stop leaks in pipeline, repair to dredge, pull a line together when the joints open up, replace damaged pontoons, except when pontoons are damaged by drift. Discharge line will be considered in condition when pumping is commenced and stops for reasons enumerated above will be considered as repair time.

22.1.4.3. Any time or purpose other than that enumerated above, except for mobilization and demobilization, including cleaning plugged line, removing misplaced material, dredging for others, shutdowns due to safety, shutdowns due to refueling, insufficient crew size, etc.

22.1.4.4. Any time the dredge is moved from the site of work at the Contractor's convenience.

22.1.4.5. Hours of darkness when the contractor chooses not to work. If the contractor chooses to place both crew shifts on daytime hours, the contractor will be 0% pay status at night.

22.1.4.6. When the dredge shuts down for any reason or purpose enumerated above, the ensuing time shall remain under non-pay status until the cause of the shutdown shall have been removed, and no claim shall be allowed for other work performed during that time except under situations where the Inspector appointed by the Authorized Representative of the Contracting Officer orders the dredge, including attendant plant to be moved to a new location.

22.2. MOBILIZATION BAR TO BAR: The movement of the total dredge plant, including pipeline, between the various projects in this contract shall be made at the lump sum amount measured by the mile to the nearest tenth of a mile. The mileage distance between the work areas will be determined through the use of the mileage computed between locations shown on the applicable nautical charts.

22.2.1. Measurement and payment for movement between projects shall not include that time or distance incurred in the preparation of the total plant and pipeline to be moved, nor shall measurement and payment include that time and distance incurred in the preparation of the total plant and pipeline ready to dredge following the movement of the total plant and pipeline. Payment for preparation before and after a movement is listed under Paragraph 22.3. The Contractor will not be compensated for weather delays during Mobilization Bar to Bar.

22.2.2. Measurement and payment shall be made on the basis of one move and one move only. In the event the Contractor requires more than one move to move the total plant and pipeline between work locations, the measurement and payment for the one move will be based on the movement of that tow which includes the dredge. No payment for bar to bar mobilization will be made until the entire required dredge plant arrives at the new work location.

22.3. Intermediate Mobilization and Demobilization of Pipeline. Includes actual work involved in disassembling the pipeline currently attached to the dredge and preparing the pipeline needed to start work at a new project per 1000 feet of pipe. This item also includes all costs associated with preparing the plant for tow and plant set-up costs at the new project. Payment for moving between projects is covered in paragraph 22.2, entitled Mobilization Bar to Bar. The Contractor is not eligible for any other payment items from the completion of an assignment until the Mobilization Bar to Bar item and then from Mobilization Bar to Bar until dredging commences. The contractor is also not eligible for this pay item during the initial mobilization and final demobilization, reference paragraph 22.4. Payment for moving within a project is covered in paragraph 22.1.2.3.

Example: Contractor has completed the last dredging assignment for a given project (i.e. Pascagoula Harbor) with 6,000 feet of pipeline connected to the dredge. Contractor disassembles pipeline and prepares plant for tow under Intermediate Mobilization and Demobilization of Pipeline. Contractor mobilizes plant to the next project (i.e. Mobile Harbor) under Mobilization Bar to Bar. Contractor assembles 8,000 feet of pipeline and prepares plant for the first assignment at this new project under Intermediate Mobilization and Demobilization of Pipeline.

For the above example, the Contractor will receive payment for 14 units of pipeline in addition to the bar to bar mileage between the two projects.

22.4. Mobilization and Demobilization Bid Item: The Contractor will be entitled to invoice for 60% of the mobilization and demobilization line item after all required equipment is delivered to the designated work site and material is passing through the pipe. The remaining 40% will be due after all equipment is removed from the work site and proper receipt is received by the Government.

22.4.1. All cost associated with initial mobilization and final demobilization of all dredge plant and dredge attendant plant will be included in the contract lump sum price for Mobilization and Demobilization. This shall include any and all costs to adapt, modify, reconstruct, and/or reconfigure the dredge plant and/or the attendant plant to such a configuration capable of conducting this contract work. No other separate payment shall be made for any such configuration preparations and payment for this Bid Item is considered complete compensation for such actions.

23. TASK ORDER PROCEDURES: Task orders will be issued continuously. Upon completion of continuous task orders, the Government will release the dredge to the Contractor. However, after the dredge has been released, additional task orders may be issued during the contract period if the Contractor makes the dredge available for the additional work. Task orders will be issued for all dredging work to be performed under this IDIQ contract. Individual Requests For Proposals (RFP) detailing the scope of work of the task will serve as the basis for his review. The Bidding Schedule will serve as the basis for establishing the value of the work to be performed on a unit price basis. The contractor will then prepare his proposal for accomplishing the work based on the Bidding Schedule. Upon receipt of the Contractor's proposal, the Government will review the proposal and negotiate the task order. A task order will then be issued by the Contracting Officer utilizing a DD Form 1155 which will include the following items:

1. Date of Task Order
2. Contract Number and Task Order Number

3. Item Number and description, quantity and unit prices for pre-priced items, Task Order price and total.
4. The time period the Contractor shall begin and complete performance.
5. Accounting and appropriation data
6. Any other pertinent data

GENERAL CONTRACT REQUIREMENTS 01 00 01

REQUESTS FOR INFORMATION

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 **August 02, 2018** 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: W9127818B0003

The Bidder Inquiry Key is: KHJF46-BE8Z95

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.

End of Paragraph

DESCRIPTION OF WORK

In general, the work shall consist a 27-30 Inch Cutterhead Pipeline Dredge for dredging of the Mobile District's navigation projects in Alabama, Florida, and Mississippi.

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 and \$25,000,000.

End of Paragraph

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.

End of Paragraph

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). EM 385-1-1 and its changes are available at <http://www.usace.army.mil/Safety-and-Occupational-Health/EM-385-1-1-2008-Being-Revised/>. 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.)

End of Paragraph

AFFILIATED BIDDERS

(a) Business concerns are affiliates of each other when, either directly or indirectly, (1) one concern controls or has the power to control the other, or (2) a third party controls or has the power to control both.

(b) Each bidder shall submit with its bid an affidavit stating that it has no affiliates, or containing the following information.

(1) The names and addresses of all affiliates of the bidder.

(2) The names and addresses of all persons and concerns exercising control or ownership of the bidder and any or all of its affiliates, and whether they exercise such control or ownership as common officers, directors, stockholders, holding controlling interest, or otherwise.

Please check when applicable:

The offeror certifies that it has no affiliates.

The offeror certifies that it is affiliated with the concerns designated on an attached affidavit.

End of Paragraph

MANPOWER REPORTING (DEC 2012)

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to

completely fill in all the information in the format using the following web address
“https://cmra.army.mil. The required information includes:

- (1) Contracting Office, Contracting Officer, Contracting Officer’s Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including subcontractors);
- (6) Estimated direct labor dollars paid this reporting period (including subcontractors);
- (7) Total payments (including subcontractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each subcontractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
Note: UIC for Mobile District Civil Works funded projects is W2SR04 and Military funded projects is W07404. If you are unsure of the funding type, contact your COR or Contract Specialist.
- (11) Locations where contractor and subcontractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and subcontractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor’s systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

(End of clause)

MANUALS AND PUBLICATIONS

Engineering manuals and Concrete Research Division Publications may be obtained from the addresses given below.

Engineering Manuals:

U. S. Army, Corps of Engineers
Publications Depot
2803 -52nd Avenue
Hyattsville, MD 20781-1102

Concrete Research Division Publications:

U.S. Army Engineer Waterways Experiment Station
ATTN: Publications Distribution Unit
P.O. Box 631
Vicksburg, MS 39180

End of Paragraph

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.

End of Paragraph

PROHIBITION AGAINST CONTRACTING WITH INDIVIDUALS OR ENTITIES DESIGNATED AS SIGNIFICANT NARCOTICS TRAFFICKERS

Pursuant to Executive Order 12978 entitled "Blocking Assets and Prohibiting Transactions with Significant Narcotic Traffickers" dated October 21, 1995, the offeror certifies that it has not and will not be involved in business transactions with individuals or business entities designated as significant narcotics traffickers under this Executive Order. For a current listing of specially designated nationals and blocked persons, contact the Office of Foreign Assets Control, Department of the Treasury, Washington, DC 22201; telephone 202/622-2420.

End of Paragraph

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 FIXEDPRICE 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.

End of Paragraph

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.

WORK IN QUARANTINED AREA

The work called for by this contract involves activities in counties quarantined by the Department of Agriculture to prevent the spread of certain plant pests which may be present in the soil. The Contractor agrees that all construction equipment and tools to be moved from such counties shall be thoroughly cleaned of all soil residues at the construction site with water under pressure and that hand tools shall be thoroughly cleaned by brushing or other means to remove all soil. In addition, if this contract involves the identification, shipping, storage, testing, or disposal of soils from such a quarantined area, the Contractor agrees to comply with the provisions of ER 1110-1-5 and attachments, a copy of which will be made available by the Contracting Officer upon request. The Contractor agrees to assure compliance with this obligation by all subcontractors.

End of Paragraph

KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS

Any key in-house personnel, subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to individuals

or firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated key personnel, subcontractors, associates, or consultants.

End of Paragraph

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.

End of Paragraph

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.

End of Paragraph

RETAINAGE--SMALL BUSINESS SUBCONTRACTING REPORTING

Reference is made to contract clause(s) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) and 52.219-16, Liquidated Damages--Small Business Subcontracting Plan. In order to ensure compliance with these clauses, retainage will be withheld from progress payments due the contractor in an amount sufficient to protect the Government's ability to assess Liquidated Damages for failure to submit timely SF 294 and SF 295 reports.

The formula for retainage is as follows:

"Total dollar amount proposed for subcontracting to small business multiplied by percentage of actual progress on the contract, up to a maximum of 10% of the given progress payment, shall be withheld from the next progress payment due after a contractor fails to submit a required report. If one or more reports have been submitted before such failure, formula for determining the

amount of retainage will be adjusted by deducting any amounts reported as subcontracted to small business from the total dollar amount proposed to be subcontracted and the difference multiplied by the percent of actual progress, up to a maximum of 10% of the given progress payment."

End of Paragraph

SECTION 01 33 00

SUBMITTAL PROCEDURES

03/01

PART 1 GENERAL

1.3 SUBMITTAL IDENTIFICATION (SD)

SD-01 Preconstruction Submittals

The Contractor shall bring to this conference the following items in either complete or draft form – the Task Order will need to be awarded before some of these plans can be submitted:

- (1) Accident Prevention Plan
- (2) Activity Hazard Analysis
- (3) Job Hazard Analysis for each employee classification
- (4) Material Safety Data Sheets
- (5) List of First Aid and CPR trained personnel
- (6) Letter appointing representatives
- (7) List of Sub-Contractors
- (8) Quality Control Plan
- (9) Dredge Plant Instrumentation Plan
- (10) Environmental Protection Plan (including Pollution Control Plan)
- (11) Deposition Plan
- (12) Survey Plan (submit complete plan at preconstruction conference)

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-03 Product Data

Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials or equipment for some portion of the work.

Samples of warranty language when the contract requires extended product warranties.

SD-04 Samples

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

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. (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 checklists

Final acceptance test and operational test procedure

SD-07 Certificates

Statements 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 supplier, installer or subcontractor through Contractor, the purpose of which is to further quality of orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel qualifications.

Confined space entry permits.

SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material, including special notices and Material Safety Data sheets concerning impedances, hazards and safety precautions.

SD-09 Manufacturer's Field Reports

Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.

Factory test reports.

SD-10 Operation and Maintenance Data

Data intended to be incorporated in operations and maintenance manuals.

SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

As-built drawings.

Special warranties.

Posted operating instructions.

Training plan.

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items be designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings".

1.2.2 Information Only

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

1.3 APPROVED SUBMITTALS

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

1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.5 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative and each item shall be stamped, signed, and dated by the CQC representative indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications, warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

3.2 SUBMITTAL REGISTER

At the beginning of this section is a listing of items identified in the specifications as requiring submittals. The list is not all inclusive and additional submittals may be required by other parts of the contract. The contractor is required to complete the attached submittal form and submit to the Contracting Officer for approval within 15 calendar days after Notice to Proceed. The approved submittal register will serve as a scheduling document for submittals and will be used to control submittal actions throughout the contract period. The submit dates and need dates used in the submittal register shall be coordinated with dates in the contractor prepared progress schedule. Updates to the submittal register showing the contractor action codes and actual dates with government action codes and actual dates shall be submitted monthly or until all submittals have been satisfactorily completed. When the progress schedule is revised, the submittal register shall also be revised and both submitted for approval.

3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals. An additional 15 calendar days shall be

allowed and shown on the register for review and approval of submittals for food service equipment and refrigeration and HVAC control systems and 30 additional days for review of systems furniture, interior design packages and color boards.

3.4 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG FORM 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. These form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submittal for each item.

3.5 SUBMITTAL PROCEDURES

Submittals shall be made as follows:

3.5.1 Procedures

Detailed submittal procedures will be further discussed with the contractor at the pre-construction conference.

3.5.2 Deviations

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

3.6 CONTROL OF SUBMITTALS

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

3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. 4 copies of the submittal will be retained by the Contracting Officer and 2 copies of the submittal will be returned to the Contractor.

3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approvals 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 in those instances where the technical specification so prescribe.

3.9 STAMPS

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

<p>CONTRACTOR</p> <p>(Firm Name)</p> <p>_____ Approved</p> <p>_____ Approved with corrections as noted on submittal data and/or attached sheets(s).</p> <p>SIGNATURE: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>
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GOVERNMENTAL SAFETY REQUIREMENTS

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.

AMERICAN SOCIETY OF SAFETY ENGINEERS (ASSE/SAFE)

ASSE/SAFE A10.32	(2012) Fall Protection
ASSE/SAFE A10.34	(2001; R 2012) Protection of the Public on or Adjacent to Construction Sites
ASSE/SAFE Z359.1	(2007) Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components

ASME INTERNATIONAL (ASME)

ASME B30.22	(2010) Articulating Boom Cranes
ASME B30.3	(2012) Construction Tower Cranes
ASME B30.5	(2014) Mobile and Locomotive Cranes
ASME B30.8	(2010) Floating Cranes and Floating Derricks

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10	(2013) Standard for Portable Fire Extinguishers
NFPA 51B	(2014) Fire Prevention During Welding, Cutting, and Other Hot Work
NFPA 70	(2007; AMD 1 2008) National Electrical Code - 2008 Edition
NFPA 70E	(2015; ERTA 1 2015) Standard for Electrical Safety in the Workplace

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2014) Safety and Health Requirements Manual
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U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

10 CFR 20	Standards for Protection Against Radiation
29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1910.146	Permit-required Confined Spaces
29 CFR 1926	Safety and Health Regulations for Construction
29 CFR 1926.1400	Cranes and Derricks in Construction
29 CFR 1926.16	Rules of Construction
29 CFR 1926.500	Fall Protection
CPL 2.100	(1995) Application of the Permit-Required Confined Spaces (PRCS) Standards, 29 CFR 1910.146

1.2 DEFINITIONS

- a. High Visibility Accident. Any mishap which may generate publicity and/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.
- e. Weight Handling Equipment (WHE) Accident. A WHE accident occurs when any one or more of the eight elements in the operating envelope fails to

perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact between the load, crane or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.) Any mishap meeting the criteria described above shall be documented in both the Contractor Significant Incident Report (CSIR) submitted within five days both as provided by the Contracting Officer.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are [for Contractor Quality Control approval.][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:

Government acceptance is required for submittals with a "G, A" designation.

SD-01 Preconstruction Submittals

Accident Prevention Plan (APP); G, A
Activity Hazard Analysis (AHA); G, A
Crane Critical Lift Plan; G, A
Proof of qualification for Crane Operators; G, A

SD-06 Test Reports

Notifications and Reports

Submit reports as their incidence occurs, in accordance with the requirements of the paragraph, "Notifications and Reports."
Reports

Accident Reports; G

Crane Reports; G

SD-07 Certificates

Confined Space Entry Permit

Hot work permit

License Certificates

1.4 REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this contract, comply with USACE EM 385-1-1, and the following 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)

The SSHO must meet the requirements of EM 385-1-1 section 1 and ensure that the requirements of 29 CFR 1926.16 are met for the project. Provide a Safety oversight team that includes a minimum of one (1) person at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO or an equally-qualified Designated Representative/alternate shall be at the work site at all times to implement and administer the Contractor's safety program and government-accepted Accident Prevention Plan. The SSHO's training, experience, and qualifications shall be as required by the EM 385-1-1 paragraph 01.A.17, entitled SITE SAFETY AND HEALTH OFFICER (SSHO), and all associated sub-paragraphs.

A Competent Person shall be provided for all of the hazards identified in the Contractor's Safety and Health Program in accordance with the accepted Accident Prevention Plan, and shall be on-site at all times when the work that presents the hazards associated with their professional expertise is being performed. Provide the credentials of the Competent Persons(s) to the Contracting Officer for acceptance in consultation with the Safety Office.

1.5.1.1.1 Contractor Quality Control (QC) Person:

The Contractor Quality Control Person cannot be the SSHO on this project, even though the QC has safety inspection responsibilities as part of the QC duties.

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 one 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 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.

d. The functions of a Preconstruction conference may take place at the Post-Award Kickoff meeting for Design Build Contracts.

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" and show compliance with NASA NPG 8715.3. 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. The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, the designated site safety and health officer and any designated CSP and/or CIH.

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, SSHO and quality control manager. Should any hazard become evident, stop work in the area, secure the area, and develop a plan to remove 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 (as defined by ASSE/SAFE A10.34,) and the environment.

Copies of the accepted plan will be maintained at the Contracting Officers Representative'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 outlines in Appendix A of USACE EM 385-1-1, the following is required:

[a. Crane Critical Lift Plan.

Prepare and sign weight handling critical lift plans for lifts over 75 percent of the capacity of the crane or hoist (or lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; lifts involving more than one crane or hoist; lifts of personnel; and lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks. Submit 15 calendar days prior to on-site work and include the requirements of USACE EM 385-1-1, paragraph 16.H. and the following:

(1) For lifts of personnel, demonstrate compliance with the requirements of 29 CFR 1926.1400.

(2) 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.]

[f. Occupant Protection Plan. The safety and health aspects of lead-based paint removal, prepared in accordance with Section 02 83 19.00 10 LEAD BASED PAINT HAZARD ABATEMENT, TARGET HOUSING & CHILD OCCUPIED FACILITIES.]

[h. Asbestos Hazard Abatement Plan. The safety and health aspects of asbestos work, prepared in accordance with Section 02 82 14.00 10 ASBESTOS HAZARD CONTROL ACTIVITIES.]

[i. Site Safety and Health Plan. The safety and health aspects prepared in accordance with Section 01 35 29.13 HEALTH, SAFETY, AND EMERGENCY RESPONSE PROCEDURES FOR CONTAMINATED SITES.]

[j. PCB Plan. The safety and health aspects of Polychlorinated Biphenyls work, prepared in accordance with Sections 02 84 33 REMOVAL AND DISPOSAL OF POLYCHLORINATED BIPHENYLS (PCBs) and 02 61 23 REMOVAL AND DISPOSAL OF PCB CONTAMINATED SOILS.]

[k. Site Demolition Plan. The safety and health aspects prepared in accordance with Section 02 41 00 [DEMOLITION] [AND] [DECONSTRUCTION] and referenced sources. Include engineering survey as applicable.]

[l. Excavation Plan. The safety and health aspects prepared in accordance with Section 31 00 00 EARTHWORK.]

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 days 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. Additional items required to be posted include:

- a. Confined space entry permit.
- b. Hot work permit.

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 not later than 30 minutes 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

a. Conduct an accident investigation for recordable injuries and illnesses, for Medical Treatment defined in paragraph DEFINITIONS, property damage accidents resulting in at least \$20,000 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.

b. Conduct an accident investigation for any weight handling equipment accident (including rigging gear accidents) to establish the root cause(s) of the accident, complete the WHE Accident Report (Crane and Rigging Gear) form and provide the report to the Contracting Officer within 30 calendar days of the accident. Do not proceed with crane operations until cause is determined and corrective actions have been implemented to the satisfaction of the contracting officer. The Contracting Officer will provide a blank copy of the accident report form.

1.11.3 Crane Reports

Submit crane inspection reports required in accordance with USACE EM 385-1-1, Appendix H and as specified herein with Daily Reports of Inspections.

1.11.4 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 29 CFR 1926 and 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. [For cranes at DOD activities in foreign countries, certify that the crane and rigging gear conform to the appropriate host country safety standards.] 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.

1.12 HOT WORK

Submit and obtain a written permit prior to performing "Hot Work" (welding, cutting, etc.) or operating other flame-producing/spark producing devices, from the Fire Marshall. A permit is required from the Explosives Safety Office for work in and around where explosives are processed, stored, or handled. CONTRACTORS ARE REQUIRED TO MEET ALL CRITERIA BEFORE A PERMIT IS ISSUED. Provide at least two (2) twenty (20) pound 4A:20 BC rated extinguishers for normal "Hot Work". All extinguishers shall be current inspection tagged, approved safety pin and tamper resistant seal. It is also mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch shall be trained in accordance with NFPA 51B and remain on-site for a minimum of 30 minutes after completion of the task or as specified on the hot work permit.

When starting work in the facility, require personnel to familiarize themselves with the location of the nearest fire alarm boxes and place in memory the emergency Fire Marshall's phone number. ANY FIRE, NO MATTER HOW SMALL, SHALL BE REPORTED TO THE RESPONSIBLE FIRE MARSHALL IMMEDIATELY.

Obtain services from a NFPA Certified Marine Chemist for "HOT WORK" within or around flammable materials (such as fuel systems, welding/cutting on fuel pipes) or confined spaces (such as sewer wet wells, manholes, vaults, etc.) that have the potential for flammable or explosive atmospheres.

1.13 RADIATION SAFETY REQUIREMENTS

License Certificates for radiation materials and equipment shall be submitted to the Contracting Officer and Radiation Safety Office (RSO) for all specialized and licensed material and equipment that could cause fatal harm to construction personnel or to the construction project.

Workers shall be protected from radiation exposure in accordance with 10 CFR 20. Standards for Protection Against Radiation.

Loss of radioactive material shall be reported immediately to the Contracting Officer.

Actual exposure of the radiographic film or unshielding the source shall not be initiated until after 5 p.m. on weekdays.

In instances where radiography is scheduled near or adjacent to buildings or areas having limited access or one-way doors, no assumptions shall be made as to building occupancy. Where necessary, the Contracting Officer will direct the Contractor to conduct an actual building entry, search, and alert. Where removal of personnel from such a building cannot be accomplished and it is otherwise safe to proceed with the radiography, a fully instructed employee shall be positioned inside such building or area to prevent exiting while external radiographic operations are in process. Transportation of Regulated Amounts of Radioactive Material will comply with 49 CFR, Subchapter C, Hazardous Material Regulations. Local Fire authorities and the site Radiation Safety officer (RSO) shall be notified of any Radioactive Material use.

Transmitter Requirements: The base policy concerning the use of transmitters such as radios, cell phones, etc., must be adhered to by all contractor personnel. They must also obey Emissions control (EMCON) restrictions.

1.14 FACILITY OCCUPANCY CLOSURE

Streets, walks, and other facilities occupied and used by the Government shall not be closed or obstructed without written permission from the Contracting Officer.

1.15 SEVERE STORM PLAN

In the event of a severe storm warning, the Contractor must:

- a. Secure outside equipment and materials and place materials that could be damaged in protected areas.
- b. Check surrounding area, including roof, for loose material, equipment, debris, and other objects that could be blown away or against existing facilities.
- c. Ensure that temporary erosion controls are adequate.

1.16 CONFINED SPACE ENTRY REQUIREMENTS

Contractors entering and working in confined spaces while performing general industry work are required to follow the requirements of OSHA 29 CFR 1926 and comply with the requirements in Section 34 of EM 385-1-1, OSHA 29 CFR 1910, and OSHA 29 CFR 1910.146.

PART 2 PRODUCTS

PART 3 EXECUTION

3.1 CONSTRUCTION AND/OR OTHER WORK

3.1.1 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.

3.1.2 Unforeseen Hazardous Material

The design should have identified materials such as PCB, lead paint, and friable and non-friable asbestos and other OSHA regulated chemicals (i.e. 29 CFR Part 1910.1000). If material, not indicated, that may be hazardous to human health upon disturbance during construction operations is encountered, stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to "FAR 52.243-4, Changes" and "FAR 52.236-2, Differing Site Conditions."

3.2 PRE-OUTAGE COORDINATION MEETING

Apply for utility outages at least 15 days in advance. As a minimum, the request should include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Special requirements for electrical outage requests are contained elsewhere in this specification section. Once approved, and prior to beginning work on the utility system requiring shut down, attend a pre-outage coordination meeting with the Contracting Officer [and the[Installation representative][Public Utilities representative]] to review the scope of work and the lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.

3.3 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.

3.4 FALL HAZARD PROTECTION AND PREVENTION PROGRAM

Establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. Within the program include company policy, identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection,

storage, care and maintenance of fall protection equipment and rescue and evacuation procedures in accordance with ASSE/SAFE Z359.1.

3.4.1 Training

Institute a fall protection training program. As part of the Fall Hazard Protection and Prevention Program, provide training for each employee who might be exposed to fall hazards. Provide training by a competent person for fall protection in accordance with USACE EM 385-1-1, section 21.B.

3.4.2 Fall Protection Equipment and Systems

Enforce use of the fall protection equipment and systems designated for each specific work activity in the Fall Protection and Prevention Plan and/or AHA at all times when an employee is exposed to a fall hazard. Protect employees from fall hazards as specified in EM 385-1-1, section 21. In addition to the required fall protection systems, safety skiff, personal floatation devices, life rings etc., are required when working above or next to water in accordance with USACE EM 385-1-1, paragraphs 05.H. and 05.I. Personal fall arrest systems are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall arrest systems are required when operating other equipment such as scissor lifts if the work platform is capable of being positioned outside the wheelbase. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, or travel. Fall protection must comply with 29 CFR 1926.500, Subpart M, USACE EM 385-1-1 and ASSE/SAFE A10.32.

3.4.2.1 Personal Fall Arrest Equipment

Personal fall arrest equipment, systems, subsystems, and components shall meet ASSE/SAFE Z359.1. Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest body support device. Body belts may only be used as a positioning device system (for uses such as steel reinforcing assembly and in addition to an approved fall arrest system). Harnesses shall have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Only locking snap hooks and carabiners shall be used. Webbing, straps, and ropes shall be made of synthetic fiber. The maximum free fall distance when using fall arrest equipment shall not exceed 6 feet. The total fall distance and any swinging of the worker (pendulum-like motion) that can occur during a fall shall always be taken into consideration when attaching a person to a fall arrest system.

3.4.3 Fall Protection for Roofing Work

Implement fall protection controls based on the type of roof being constructed and work being performed. Evaluate the roof area to be accessed for its structural integrity including weight-bearing capabilities for the projected loading.

a. Low Sloped Roofs:

(1) For work within 6 feet of an edge, on low-slope roofs, protect personnel from falling by use of personal fall arrest systems, guardrails,

or safety nets. A safety monitoring system is not adequate fall protection and is not authorized.

(2) For work greater than 6 feet from an edge, erect and install warning lines in accordance with 29 CFR 1926.500 and USACE EM 385-1-1.

b. Steep-Sloped Roofs: Work on steep-sloped roofs requires a personal fall arrest system, guardrails with toe-boards, or safety nets. This requirement also includes residential or housing type construction.

3.4.4 Horizontal Lifelines

Design, install, certify and use under the supervision of a qualified person horizontal lifelines for fall protection as part of a complete fall arrest system which maintains a safety factor of 2 (29 CFR 1926.500).

3.4.5 Guardrails and Safety Nets

Design, install and use guardrails and safety nets in accordance with EM 385-1-1 and 29 CFR 1926 Subpart M.

3.4.6 Rescue and Evacuation Procedures

When personal fall arrest systems are used, the contractor must ensure that the mishap victim can self-rescue or can be rescued promptly should a fall occur. Prepare a Rescue and Evacuation Plan and include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. Include the Rescue and Evacuation Plan within the Activity Hazard Analysis (AHA) for the phase of work, in the Fall Protection and Prevention (FP&P) Plan, and the Accident Prevention Plan (APP).

3.5 EQUIPMENT

3.5.1 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 must be in accordance with manufacturer's printed instructions.

c. Operators of forklifts or power industrial trucks shall be licensed in accordance with OSHA.

3.5.2 Weight Handling Equipment

a. Equip cranes and derricks as specified in EM 385-1-1, section 16.

b. Comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Perform erection under the supervision of a designated person (as defined

in ASME B30.5). Perform all testing in accordance with the manufacturer's recommended procedures.

c. Comply with ASME B30.5 for mobile and locomotive cranes, ASME B30.22 for articulating boom cranes, ASME B30.3 for construction tower cranes, and ASME B30.8 for floating cranes and floating derricks.

d. Under no circumstance shall a Contractor make a lift at or above 90% of the cranes rated capacity in any configuration.

e. When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and follow the requirements of USACE EM 385-1-1 section 11 and ASME B30.5 or ASME B30.22 as applicable.

f. Do not crane suspended personnel work platforms (baskets) unless the Contractor proves that using any other access to the work location would provide a greater hazard to the workers or is impossible. Do not lift personnel with a line hoist or friction crane.

g. Inspect, maintain, and recharge portable fire extinguishers as specified in NFPA 10, Standard for Portable Fire Extinguishers.

h. All employees must keep clear of loads about to be lifted and of suspended loads.

i. Use cribbing when performing lifts on outriggers.

j. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.

k. A physical barricade must be positioned to prevent personnel from entering the counterweight swing (tail swing) area of the crane.

l. Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall always be available for review by Contracting Officer personnel.

m. Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by Contracting Officer personnel.

n. Certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).

3.5.3 USE OF EXPLOSIVES

Explosives shall not be used or brought to the project site without prior written approval from the Contracting Officer. Such approval shall not relieve the Contractor of responsibility for injury to persons or for damage to property due to blasting operations.

Storage of explosives, when permitted on Government property, shall be only where directed and in approved storage facilities. These facilities shall

be kept locked at all times except for inspection, delivery, and withdrawal of explosives.

3.6 EXCAVATIONS

Soil classification must be performed by a competent person in accordance with 29 CFR 1926 and EM 385-1-1.

3.6.1 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.

3.6.2 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.

3.6.3 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.

3.7 ELECTRICAL

3.7.1 Portable Extension Cords

Size portable extension cords in accordance with manufacturer ratings for the tool to be powered and protected from damage. Immediately removed from service all damaged extension cords. Portable extension cords shall meet the requirements EM 385-1-1, NFPA 70E, and OSHA electrical standards.

3.8 WORK IN CONFINED SPACES

Comply with the requirements in Section 34 of USACE EM 385-1-1, OSHA 29 CFR 1910, OSHA 29 CFR 1910.146, OSHA Directive CPL 2.100 and OSHA 29 CFR 1926. Any potential for a hazard in the confined space requires a permit system to be used.

a. Entry Procedures. Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has

conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. (See Section 06.I.06 of USACE EM 385-1-1 for entry procedures.) All hazards pertaining to the space shall be reviewed with each employee during review of the AHA.

b. Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its' action level.

c. Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.

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SECTION 01 45 01

USACE QUALITY CONTROL

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)

(2008) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

(2008) Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

U.S. ARMY CORPS OF ENGINEERS (USACE)

ER 1110-1-12

(2006) Quality Management

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 unit or lump-sum prices.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

Establish and maintain an effective quality control (QC) system in compliance 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. 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.

3.2.3 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.

3.2.4 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 CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Manager must receive direction and authority from the CQC System Manager and 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 shall be 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 graduate engineer, graduate architect, or a graduate of construction management, or a person with a minimum of 2 years of dredging experience on work similar to this contract. 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 no other duties. 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.

3.4.4 Additional Requirement

In addition to the above experience and/or education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management for Contractors". This course is periodically offered at the Mobile District Corps of Engineers.

3.4.3 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall 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, shall be made as specified in Section 01 33 00 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements. When Section 23 08 00.00 10 COMMISSIONING OF HAVAC 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 shall be conducted by the CQC System Manager for each definable feature of the construction work as follows:

3.6.1 Preparatory Phase

This phase shall be 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 shall include:

a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.

- b. A review of the contract drawings.
- c. A 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. A physical 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. A 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. A 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 shall be notified at least 24 hours in advance of beginning the preparatory control phase. This phase shall 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. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of 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.
- 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 shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase 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

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted 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 RESERVED

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

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, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall 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. The Contractor's CQC System Manager shall 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. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall 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 shall 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. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall 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

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be 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. The control phase shall be identified (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.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished 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, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of

test reports and copies of reports prepared by all subordinate quality control personnel.

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. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall 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 shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

--End of Section--

SECTION 01 45 00.15 10

RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM)

11/16

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this section 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 (2014) Safety and Health Requirements
Manual

1.2 Contract Administration

The Government will use the Resident Management System (RMS) to assist in its monitoring and administration of this contract. The Contractor uses the Government-furnished Construction Contractor Mode of RMS, referred to as RMS CS, to record, maintain, and submit various information throughout the contract period. The Contractor mode user manuals, updates, and training information can be downloaded from the RMS web site (<http://rms.usace.army.mil>). The joint Government-Contractor use of RMS facilitates 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

1.2.1 Correspondence and Electronic Communications

For ease and speed of communications, exchange correspondence and other documents in electronic format to the maximum extent feasible between the Government and Contractor. Correspondence, pay requests and other documents comprising the official contract record are also provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.2.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01 32 01.00 10 PROJECT SCHEDULE, 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 RMS. Also, there is no separate payment for establishing and maintaining the RMS database; costs associated will be included in the contract pricing for the work.

1.3 RMS SOFTWARE

RMS is a Windows-based program that can be run on a Windows based PC meeting the requirements as specified in Section 1.3. The Government will make available the RMS 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 RMS software from the Government's RMS Internet Website. Any program updates of RMS will be made available to the Contractor via the Government RMS Website as the updates become available.

1.3.1 RMS CONTRACTOR'S MODE (CM)

RMS Contractor's Mode or RMS CM is the replacement for Quality Control System or QCS. The database remains the same. References to RMS in this specification includes RMS CM.

1.4 SYSTEM REQUIREMENTS

The following is the minimum system configuration required to run RMS and Contractor Mode:

Minimum RMS System Requirements	
Hardware	
Windows-based PC	1.5 GHz 2 core or higher processor
RAM	8 GB
Hard drive disk	200 GB space for sole use by the QCS system
Monitor	Screen resolution 1366 x 768
Mouse or other pointing device	
Windows compatible printer	Laser printer must have 4 MB+ of RAM
Connection to the Internet	minimum 4 Mbs per user
Software	
MS Windows	Windows 7 x 64 bit (RMS requires 64 bit O/S) or newer
Word Processing software	Viewer for MS Word 2013, MS Excel 2013, or newer
Microsoft.NET Framework	Coordinate with Government QA Representative for free version required

Minimum RMS System Requirements	
Email	MAPI compatible
Virus protection software	Regularly upgraded with all issued manufacturer's updates and is able to detect most zero day viruses.

1.5 RELATED INFORMATION

1.5.1 RMS User Guide

After contract award, download instructions for the installation and use of RMS from the Government RMS Internet Website.

1.6 CONTRACT DATABASE

Prior to the pre-construction conference, the Government will provide the Contractor with basic contract award data to use for RMS. The Government will provide data updates to the Contractor as needed. These updates will generally consist of submittal reviews, correspondence status, Quality Assurance(QA) comments, and other administrative and QA data.

1.7 DATABASE MAINTENANCE

Establish, maintain, and update data in the RMS 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) using RMS. The RMS database typically includes current data on the following items:

1.7.1 Administration

1.7.1.1 Contractor Information

Contain within the database the Contractor's name, address, telephone numbers, management staff, and other required items. Within 7 calendar days of receipt of RMS software from the Government, deliver Contractor administrative data in electronic format in RMS.

1.7.1.2 Subcontractor Information

Contain within the database the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor is listed separately for each trade to be performed. Assign each subcontractor/trade a unique Responsibility Code, provided in RMS. Within 7 calendar days of receipt of RMS software from the Government, deliver subcontractor administrative data in electronic format.

1.7.1.3 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 are numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.7.1.4 Equipment

Contain within the Contractor's RMS database a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.7.1.5 Management Reporting

RMS 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 RMS. Among these reports are: Progress Payment Request worksheet, Quality Assurance/Quality Control (QA/QC) comments, Submittal Register Status, Three-Phase Control checklists.

1.7.1.6 Request For Information (RFI)

Exchange all Requests For Information (RFI) using the Built-in RFI generator and tracker in RMS.

1.7.2 Finances

1.7.2.1 Pay Activity Data

Include within the RMS database a list of pay activities that the Contractor develops in conjunction with the construction schedule. The sum of pay activities equals the total contract amount, including modifications. Each pay activity must be assigned to a Contract Line Item Number (CLIN). The sum of the activities equals the amount of each CLIN. The sum of all CLINs equals the contract amount.

1.7.2.2 Payment Requests

Prepare all progress payment requests using RMS. Complete the payment request worksheet, prompt payment certification, and payment invoice in RMS. 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 RMS. Submit the payment request, prompt payment certification, and payment invoice with supporting data using RMS CM. If permitted by the Contracting Officer, email or a optical disc may be used. A signed paper copy of the approved payment request is also required and will govern in the event of discrepancy with the electronic version.

1.7.3 Quality Control (QC)

RMS 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 RMS 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 RMS update reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.7.3.1 Daily Contractor Quality Control (CQC) Reports.

RMS includes the means to produce the Daily CQC Report. The Contractor can use other formats to record basic Quality Control (QC) data. However, the Daily CQC Report generated by RMS must be the Contractor's official report. Summarize data from any supplemental reports by the Contractor and consolidate onto the RMS-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.

1.7.3.2 Deficiency Tracking.

Use RMS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using its Quality Control (QC) punch list items. Maintain a current log of its QC punch list items in the RMS database. The Government will log the deficiencies it has identified using its Quality Assurance (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.

1.7.3.3 QC Requirements

Develop and maintain a complete list of QC testing and required structural and life safety special inspections required by the International Code Council (ICC), transferred and installed property, and user training requirements in RMS. Update data on these QC requirements as work progresses, and promptly provide the information to the Government via RMS.

1.7.3.4 Three-Phase Control Meetings

Maintain scheduled and actual dates and times of preparatory and initial control meetings in RMS.

1.7.3.5 Labor and Equipment Hours

Log labor and equipment exposure hours on a daily basis. The labor and equipment exposure data will be rolled up into a monthly exposure report.

1.7.3.6 Accident/Safety Reporting

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be provided via RMS CM. Regularly update the correction status of the safety comments. In addition, utilize RMS to advise the Government of any accidents occurring on the jobsite. A brief supplemental entry of an accident is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 300.

1.7.3.7 Features of Work

Include a complete list of the features of work in the RMS database. A feature of work is 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.

1.7.3.8 Hazard Analysis

Use RMS CM to develop a hazard analysis for each feature of work included in the CQC Plan. The Activity Hazard Analysis will include information required by EM 385-1-1, paragraph 01.A.13.

1.7.4 Submittal Management

The Government will provide the initial submittal register in electronic format. Thereafter, maintain a complete list of submittals, including completion of data columns. Dates when submittals are received and returned by the Government will be included. Use RMS CM to track and transmit submittals. ENG Form 4025, submittal transmittal form, and the submittal register update is produced using RMS. RMS will be used to update, store and exchange submittal registers and transmittals. In addition to requirements stated in specification 01 33 00, actual submittals are to be stored in RMS CM, with hard copies also provided. Exception will be where the Contracting Officer specifies only hard copies required, where size of document cannot be saved in RMS CM, and where samples, spare parts, color boards, and full size drawings are to be provided.

1.7.5 Schedule

Develop a construction schedule consisting of pay activities, in accordance with Section 01 32 01.00 10 PROJECT SCHEDULE. Input and maintain in the RMS database the schedule either manually or by using the Standard Data Exchange Format (SDEF) (see Section 01 32 01.00 10 PROJECT SCHEDULE). Include with each pay request the updated schedule. Provide electronic copies of transmittals.

1.7.6 Import/Export of Data

RMS includes the ability to import schedule data using SDEF.

1.8 IMPLEMENTATION

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

1.9 MONTHLY COORDINATION MEETING

Update the RMS CM database each workday. At least monthly, generate and submit a schedule update. 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 required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will not be accepted. The Government will not process progress payments until all required corrections are processed.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor 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 --

SECTION 01 57 20.00

ENVIRONMENTAL PROTECTION (Mobile Harbor)

Index

1. Scope
2. Applicable Regulations
3. Notification
4. Subcontractors
5. Implementation
6. Protection of Water Resources
7. Recording and Preserving Historical and Archaeological Finds
8. Protection of Land Resources
9. Protection of Fish and Wildlife
10. Protection of Air Resources
11. Maintenance of Pollution Control Facilities during Dredging and Construction
12. Sanitation
13. Payment

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 maintenance dredging of the **Mobile Harbor, Alabama** federally authorized navigation project designated in this contract, except for those measures set forth in other Technical Provisions of these specifications.

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 alter ecological balances; c) affect other species of designated importance of man; or d) degrade the utility of the environment for esthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, and land, and involves noise control, solid-waste management, as well as control of other pollutants.

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 and/or requirements concerning environmental pollution control and abatement (including special conditions specified by the U.S. Fish and Wildlife Service), all applicable provisions of the U.S. Army 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.

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 for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of 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.

4. SUBCONTRACTORS: When conducting maintenance dredging of the Mobile Harbor Federal navigation channel in Alabama, the Contractor and their subcontractors shall comply with all requirements under the terms and conditions set out in the certifications by the Alabama Department of Environmental Management (ADEM), U.S. Fish and Wildlife Service (USFWS), and the National Marine Fisheries Service (NMFS) in compliance with the provisions of the Contract and applicable Federal, state, and local environmental laws and regulations. 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 daily reports any problems in complying with laws, regulations and ordinances and corrective action taken.

3) The Contractor shall prepare a listing of resources needing protection (i.e., upland vegetation, wetlands, oyster reefs, landscape features, air quality, noise levels, surface and groundwater quality, fish and wildlife, and historical, archeological and cultural resources) within authorized work areas.

4) The Contractor shall prepare a contaminant prevention statement 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 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.

5. IMPLEMENTATION: 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 Lekesha Reynolds via email at 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.

6. 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.

1) The Contractor shall ensure maintenance dredging of federally authorized depths and the placement of material in their respective designated placement sites 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.

4) 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)]. Turbidity Monitoring Reports shall be emailed on a weekly basis to Ms. Lekesha Reynolds at Lekesha.W.Reynolds@usace.army.mil.

5) 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.

6) 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.

7) 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.

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

7. RECORDING AND PRESERVING HISTORICAL AND ARCHEOLOGICAL FINDS: All items having any apparent historical or archeological interest, which are discovered in the course of any removing of material and placement activities, shall be carefully preserved and protected. The Contractor shall leave the archaeological find undisturbed, secure the site to the extent reasonably possible, and immediately report the find to the Contracting Officer so the proper authorities may be notified. Existing historical, archeological and cultural resources for avoidance within the Contractor's work area will be so designated by the Contracting Officer. The Contracting Officer will further coordinate with the Mobile District Archeological Staff (attn: Mr. Michael P. Fedoroff, PD-EI 251-694-4114) to obtain the precise coordinates for avoidance areas if needed. Any new sites would be identified and adequately marked in the field for assessment by the USACE staff, and any known sites in the removal or placement footprint will be marked for avoidance prior to dredging.

8. 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 and placement 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 shall be required to maintain all work areas within or outside of the project boundaries free from dust that would cause a hazard or nuisance to others.

3) The Contractor shall obliterate all signs of temporary support facilities, such as haul roads, work areas, structures, foundations of temporary structures, or any other vestiges of activities as directed by the Contracting Officer.

4) Solid wastes (excluding clearing debris) include 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 placement shall be conducted to prevent spillage and contamination.

5) Hazardous waste shall be stored, removed from the work area and disposed of in accordance with Federal, state and local laws and regulations.

6) The Contractor shall use drainage ditches, low ground pressure equipment, matting, geogrids, and/or other types of soil reinforcement in some areas to enable vehicle traffic and other activity.

9. 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 removed material placement operation return water 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) Maintenance dredging of **Mobile Harbor Federal navigation project** is restricted to dimensions designated in this contract and placement of material in approved placement sites only.

6) The Contractor shall take all necessary precautions to ensure that maintenance dredging activities do not adversely impact any listed threatened and/or endangered species protected under the Endangered Species Act. Parts of the Littoral Zone Placement Area, Horn Island and other surrounding islands are designated critical habitat areas for the piping plover and are also utilized by wintering red knot, and nesting sea turtles. The West Indian manatee also utilizes Mississippi waters.

7) 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, sea turtles, and the Gulf sturgeon in the area, and the need to avoid collisions with and harming these animals. The Contractor shall further instruct all personnel that the area is designated as Gulf sturgeon critical habitat. All construction personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing manatees, sea turtles, 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) 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>
Ms. Melissa Cook, melissa.cook@noaa.gov, 228-549-1628, is the POC for stranded or dead sea turtles. Ms. Patricia Rosel is the POC for stranded or dead mammals, her email is Patricia.Rosel@noaa.gov, and the hotline number is 888-806-1674. Please also provide a copy to Mobile District Coastal Environment Office, Ms. Lekesha Reynolds at:
Lekesha.W.Reynolds@usace.army.mil

8) When using cutterhead dredging equipment, to minimize the potential of intercepting sea turtles/Gulf sturgeon, every effort shall be made to minimize pump operation while the dragheads/cutterheads are suspended in the water column including but not limited to the following:

- (1) When initiating dredging, suction through the dragheads/cutterhead shall be allowed just long enough to prime the pumps. Then the dragheads/cutterheads must be placed firmly on the bottom.
- (2) When lifting the dragheads/cutterhead from the bottom, suction through the dragheads/cutterheads shall be allowed just long enough to clear the lines, then must cease.
- (3) Pumping water through the dragheads/cutterhead shall cease while maneuvering or during travel to/from the placement area.
- (4) Raising the dragheads/cutterheads off the bottom to increase suction velocities is not acceptable.
- (5) During turning and repositioning operations the pumps must either be shut off or reduced in speed to the point where no suction velocity or vacuum exists.

10) PROTECTION OF MANATEES: Where manatees are known to occur and/or at required navigation channel designated by U.S. Fish and Wildlife Service, as stated in the Manatee Protection Guidelines 10(a) below and in Appendix A, in order to ensure that manatees are not adversely affected by the dredging activities authorized by this contract, the Contractor utilize the State and/or USFWS Standard Manatee Construction Conditions.

a. Manatee Precautions - The manatee is an endangered mammal protected by Federal and State Laws. The Contractor shall observe the following precautions and other manatee precautions as stipulated by the regulatory agencies for the project:

- (1) The contractor 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.
- (2) The contractor 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.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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 in 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 Daphne (251-441-5181).*

10. PROTECTION OF AIR RESOURCES: All fuel-burning equipment shall be properly maintained to prevent violations of State or Federal Air Pollution Standards or interference with inhabitants of the area by causing drastic changes in their accustomed environment. If burning is required, the Contractor should obtain a burn permit from the local fire department, if necessary. Daily inspections will be made of all fuel-burning equipment. Immediate corrective action shall be taken if exhaust emissions are found to be excessive.

11. 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 his maintenance personnel. The curricula should include methods of detection of pollution, familiarity with pollution standards and measures for prevention or mitigation of environmental pollution.

12. SANITATION: The Contractor must provide suitable sanitation devices for the proper storage of all sanitary sewage. The Contractor shall ensure that all floating plants 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.

13. 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.

ENVIRONMENTAL APPENDIX A COOPERATING AGENCY CERTIFICATIONS

LANCE R. LEFLEUR
DIRECTOR



ROBERT J. BENTLEY
GOVERNOR

Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

March 9, 2017

Mr. Curtis M. Flakes, Chief
Planning and Environmental Division
Department of the Army
Mobile District, Corps of Engineers
Post Office Box 2288
Mobile, AL 36628-0001

RE: State of Alabama Concurrence with the U.S. Army Corps of Engineers' Coastal Consistency Determination
Mobile Harbor Federal Navigation Project
U.S. Army Corps of Engineers (USACE) Joint Public Notice: FP16-MH01-04
Alabama Department of Environmental Management (ADEM) Tracking Code: 2017-181-FC-FAA-COEP

Dear Mr. Flakes:

The ADEM received the USACE's consistency determination - required by Title 15CFR Subpart C - on January 4, 2017. Pursuant to Title 15CFR §930.41 and based upon review of the information submitted by the USACE, by this letter the ADEM hereby notifies the USACE of its concurrence with the USACE's consistency determination.

Should the proposed activity be modified, a revised consistency determination may be necessary pursuant to Title 15CFR 930.46. Contact the Mobile-Coastal office anytime with questions. Always include the ADEM tracking code above when corresponding on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony Scott Hughes".

Anthony Scott Hughes, Chief
Field Operations Division

ASH/jsb/cap

File: CZCERT/46024

cc: Larry Parson, USACE (Sent Via Email Only: larry.e.parson@usace.army.mil)
Rosemary Hall, EPA (Sent Via Email Only: Hall.Rosemary@epamail.epa.gov)
Josh Rowell, USFWS (Sent Via Email Only: Josh_Rowell@fws.gov)
Mark Thompson, NMFS (Sent Via Email Only: Mark.Thompson@noaa.gov)
Carl Ferraro, ADCNR (Sent Via Email Only: Carl.Ferraro@dcnr.alabama.gov)
Phillip Hinesley, ADCNR (Sent Via Email Only: Phillip.Hinesley@dcnr.alabama.gov)

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
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(256) 353-1713
(256) 340-9359 (FAX)



Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
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(251) 479-2593 (FAX)

Mobile-Coastal
3664 Dauphin Street, Suite B
Mobile, AL 36608
(251) 304-1176
(251) 304-1189 (FAX)

LANCE R. LEFLEUR
DIRECTOR



ROBERT J. BENTLEY
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March 9, 2017

Mr. Curtis M. Flakes, Chief
Planning and Environmental Division
Department of the Army
Mobile District, Corps of Engineers
Post Office Box 2288
Mobile, AL 36628-0001

RE: State of Alabama Water Quality Certification (WQC) Pursuant to Clean Water Act (CWA) §401(a)
Mobile Harbor Federal Navigation Project
U.S. Army Corps of Engineers (USACE) Joint Public Notice: FP16-MH01-04
Alabama Department of Environmental Management (ADEM) Tracking Code: 2017-181-WQC-COEP

Dear Mr. Flakes:

The ADEM received a copy of the USACE's joint public notice on January 4, 2017 and has completed its review of all submitted materials related to the USACE's proposal to continue with operations and maintenance of the Mobile Harbor Navigation Project as previously described in Public Notice Numbers FP86-MH06-2, FP91-MH07-4, FP95-MH07-2, FP97-MH08-02, FP97-MH09-02, FP11-MH01-06, and FP14-MH01-10.

Action pertinent to WQC is required by CWA §401(a)(1), 33 U.S.C. §1251, et. seq. If conducted in accordance with the conditions prescribed herein, there is reasonable assurance that the discharge resulting from the approved activity will not violate applicable water quality standards established under §303 of the CWA and §22-22-9(g), Code of Alabama (1975). By this letter, the ADEM notifies the USACE that CWA §401 WQC is hereby **granted**. This WQC terminates coincidentally with the expiration of FP16-MH01-04. This WQC only addresses potential discharges to state waters resulting from activities proposed in the USACE's application. This WQC does not negate the USACE's responsibility to acquire all other needed permits nor does this WQC, in any way, imply that the proposed activities comply with the requirements of any other jurisdictional entity nor does it imply that the project can or will be approved by any other jurisdictional entity. ADEM certifies that there are no applicable effluent limitations under §301 and §302 nor applicable standards under §306 and §307 of the CWA in regard to the activities specified.

In recognition that projects are site specific in nature and conditions can change during project implementation, the ADEM reserves the right to request additional information or request additional management measures to be implemented, as necessary on a case-by-case basis, in order to ensure the protection of water quality and coastal resources. Deviation from the approved project design may necessitate additional coordination.

This WQC does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to persons or property or invasion of other private rights, trespass, or any infringement of Federal, State, or local laws or regulations and in no way purports to vest in the USACE title to lands now owned by the State of Alabama nor shall it be construed as acquiescence by the State of Alabama of lands owned by the State that may be in the USACE's possession. This concurrence is not transferable without prior written notice and approval of the ADEM. Upon such notice, the Director may require submission of additional information.

To protect water quality, the following conditions must be incorporated as part of FP16-MH01-04:

1. The USACE and/or its assigns shall implement appropriate best management practices (BMPs) to minimize turbidity impacts to the maximum extent practicable. Turbidity generated by the activity must not cause substantial visible contrast nor result in an increase of more than fifty (50) Nephelometric turbidity units (NTU) above background in state waters.
2. Upon the loss or failure of any treatment facility, BMP, or other management control measure as identified by responsible on-site staff during day to day construction operations or as identified by ADEM technical staff during facility inspections, the USACE and/or its assigns shall, where necessary to maintain compliance with this WQC, suspend, cease, reduce, or otherwise control work/activity and all discharges until effective treatment is restored and immediately notify the ADEM Mobile-Coastal office at (251) 304-1176 of resultant work stoppage.

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)



Mobile Branch
2204 Perimeter Road
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(251) 450-3400
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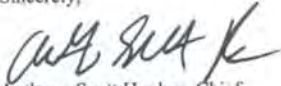
Mobile-Coastal
3664 Dauphin Street, Suite B
Mobile, AL 36608
(251) 304-1176
(251) 304-1189 (FAX)

U.S. Army Corps of Engineers
2017-181-WQC-COEP
Page 2 of 2

3. The USACE and/or its assigns are responsible for the condition of the spoil disposal areas for the life of the placement activity and until the disposal areas are reclaimed or adequately stabilized, and for pumping and discharge rates to ensure settling of suspended solids within the confines of the spoil disposal areas sufficient to ensure that turbidity in the return water will not cause substantial visible contrast within the receiving waters, or result in an increase of 50 NTUs above background turbidity levels in the receiving waters.

Contact the Mobile-Coastal office anytime with questions. Always include the ADEM tracking code above when corresponding on this matter.

Sincerely,



Anthony Scott Hughes, Chief
Field Operations Division

ASH/jsb/cap

File: 401WQ/46024

cc: Larry Parson, USACE (Sent Via Email Only: larry.e.parson@usace.army.mil)
Rosemary Hall, EPA (Sent Via Email Only: Hall.Rosemary@epamail.epa.gov)
Josh Rowell, USFWS (Sent Via Email Only: Josh_Rowell@fws.gov)
Mark Thompson, NMFS (Sent Via Email Only: Mark.Thompson@noaa.gov)
Carl Ferraro, ADCNR (Sent Via Email Only: Carl.Ferraro@dcnr.alabama.gov)
Phillip Hinesley, ADCNR (Sent Via Email Only: Phillip.Hinesley@dcnr.alabama.gov)



ALABAMA HISTORICAL COMMISSION

468 South Perry Street
Montgomery, Alabama 36130-0900
334-242-3184 / Fax: 334-240-3477

Lisa D. Jones
Executive Director
State Historic Preservation Officer

January 18, 2017

Curtis M. Flakes
Corps of Engineers
P.O. Box 2288
Mobile, AL 36628-0001

Re: AHC 09-0199
Maintenance Dredging and Placement Activities/Mobile Harbor Navigation Project
Public Notice No. FP16-MH01-04
Mobile County

Dear Mr. Flakes:

Our records indicate that we have previously concurred with this project this project. We continue to concur with project activities provided the scope of work remains the same. However, if the scope of work has changed, further consultation with our office will be necessary.

Should artifacts or archaeological features be encountered during project activities, work shall cease and our office shall be consulted immediately. Artifacts are objects made, used or modified by humans. They include but are not excluded to arrowheads, broken pieces of pottery or glass, stone implements, metal fasteners or tools, etc. Archaeological features are stains in the soil that indicate disturbance by human activity. Some examples are post holes, building foundations, trash pits and even human burials. This stipulation shall be placed on the construction plans to insure contractors are aware of it.

We appreciate your commitment to helping us preserve Alabama's historic archaeological and architectural resources. Should you have any questions, please contact Amanda McBride at 334.230.2692 or Amanda.McBride@ahc.alabama.gov. Have the AHC tracking number referenced above available and include it with any future correspondence.

Sincerely,

A handwritten signature in black ink that reads "Lee Anne Wofford".

Lee Anne Wofford
Deputy State Historic Preservation Officer

LAW/AMH/amh



United States Department of the Interior

FISH AND WILDLIFE SERVICE
1208-B Main Street
Daphne, Alabama 36526

IN REPLY REFER TO:
2012-I-0311

JAN 18 2017

LeKesha W. Reynolds
Chief, Coastal Environmental Team
U.S. Army Engineer District Mobile
P.O. Box 2288
Mobile, AL 36628-0001

Dear Ms. Reynolds:

This is the report of the U.S. Fish and Wildlife Service (Service), concerning your letter of December 23, 2016 and public notice FP16-MH01-04, in which the U.S. Army Corps of Engineers (Corps), Mobile District is proposing continued maintenance dredging and disposal effort for the Mobile Harbor Federal Navigation Project, Mobile County, Alabama. The Mobile Harbor Project is divided into three general areas: the river channel section, the bay channel section, and the bar channel section. The river channel section involves the continued maintenance dredging (1.2 mcv annually) and placement of material from the mouth of the Mobile River to the Cochrane Bridge, approximately four miles. The River channel would be dredged to a total depth of 40 feet plus two feet of advanced maintenance and two feet of allowable overdepth dredging. The bay channel section extends 29 miles from near the mouth of Mobile Bay to the mouth of the Mobile River. Approximately 4.3 mcv of material would be removed annually to a depth of 45 feet plus two feet of advanced maintenance and two feet of allowable overdepth dredging. The bar channel section extends eight miles from the Gulf of Mexico to Mobile Bay. Approximately 300,000 cubic yards of material would be removed annually to a total depth of 47 feet plus two feet of advanced maintenance and two feet of allowable overdepth dredging.

Dredged material is proposed to be removed from the channels by dragline/clamshell, hydraulic pipeline and/or hopper dredge, and all material would be placed in previously approved upland disposal sites. We understand that in the event where emergency dredging activities are required; the Corps is proposing to use Galliard Island in addition to the other disposal areas. The emergency option would be necessary when there is insufficient hopper dredge capability to meet these increased needs. Material placed on Galliard Island would only occur in accordance with the Migratory Bird Treaty Act and any associated regulatory agency agreements. Following are the Service comments concerning this federal project as it relates to the Marine Mammal Protection Act of 1972 ((16 U.S.C. 1361-1407), and the Endangered Species Act of 1973 (87 Stat. 884, as amended; 16 Cr.S.C. 1531 et seq.).

Your letter states that where hopper dredging equipment will be used for the project the Corps will adhere to the Regional Biological Opinion (RBO) for Dredging of Gulf of Mexico

PHONE: 251-441-5181

FAX: 251-441-6222

Ms. LeKesha W. Reynolds

2

Navigation Channels and Sand Mining Areas Using Hopper Dredges by COE Galveston, New Orleans, Mobile, and Jacksonville Districts (Consultation Number F/SER/2000/01287).

Therefore, by strictly adhering to the conditions of the RBO, we believe that adverse impacts to sea turtles during the dredging and disposal operation will be minimal.

Gulf sturgeon (*Acipenser oxyrinchus desotoi*), particularly juveniles, may be affected by dredging impacts on water quality or food availability, or by direct physical contact. If the following condition is implemented we believe that there will be no adverse impact and formal consultation will not be required. If a Gulf sturgeon is observed, halt operations until the species has left the area. If this step cannot be exercised or there is an occurrence of collision with and/or injury to a sturgeon as a result of the proposed project, then work should cease and further consultation with this office should be undertaken. We request that the Corps report to this office any observation of a sturgeon within the area during project operations.

The Service is also concerned about the potential indirect or direct physical impact on endangered Florida manatees (*Trichechus manatus latirostris*) which may be migrating through the project area during the proposed construction operation. Direct impacts could occur from boat, barge, dredge operation or other construction activities. Because manatees are known to seasonally occur near the area slated for dredging, and could be affected by this activity, we believe that this project, as described, may affect the manatee.

The Corps has historically agreed to implement the "Standard Manatee Construction Conditions" that were referred to in your letter. The Service believes that if these conditions are implemented then there will be no adverse impact to the manatee and formal consultation will not be required. If these steps cannot be exercised or there is an occurrence of collision with and/or injury to a manatee as a result of the proposed project, then further consultation with this office should be undertaken. We request that any observation of a manatee within the area during project operations be reported to this office.

Based on the information provided, and review of our records, we concur with your determination that this project may affect, but is not likely to adversely affect federally listed species. We appreciate the opportunity to comment on your project. For further discussion, please contact Josh Rowell of my staff at (251) 441-5836.

Sincerely,



William J. Pearson
Field Supervisor
Alabama Ecological Services Field Office



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
283 13th Avenue South
St. Petersburg, Florida 33701-5505
<http://sero.nmfs.noaa.gov>

January 25, 2017 F/SER46/BH:jk
225/389-0508

Mr. Larry Parsons
Planning and Environment Division
Mobile District Environmental Branch
U.S. Army Corps of Engineers
PO Box 2288
Mobile, Alabama 86628-0001

Dear Mr. Roberts:

NOAA's National Marine Fisheries Service (NMFS) has reviewed Public Notice FP16-MH01-04 dated January 4, 2017, on the "Mobile Harbor Navigation Project". The U.S. Army Corps of Engineers (USACE) proposes to conduct maintenance dredging and placement activities. The maintenance dredging includes a navigation channel from the Gulf of Mexico to turning basins near the Cochrane Bridge, Alabama State Docks, and McDuffie Island. The following is provided in accordance with provisions of the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.) and 600.920 of the Magnuson-Stevens Fishery Conservation and Management Act (Magnuson-Stevens Act; P.L. 104-297).

The maintenance dredging will generate approximately 5.5 million cubic yards of sediment annually. As proposed in the Public Notice, the sediment would be disposed at the Mobile Offshore Dredged Material Disposal Site (ODMDS), open bay thin-layer disposal areas, the Sand Island Beneficial Use Area (SIBUA), Blakely Island, and Gilliard Island.

Water bottoms along the corridor and the disposal areas are categorized as essential fish habitat (EFH) for postlarval and/or juvenile life stages of white shrimp, brown shrimp, gray snapper, lane snapper, and red drum. Detailed information on EFH for federally managed fishery species is provided in the 2005 generic amendment of the Fishery Management Plans for the Gulf of Mexico prepared by the Gulf of Mexico Fishery Management Council. The generic amendment was prepared as required by the Magnuson-Stevens Act; P.L. 104-297.

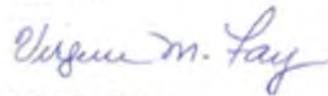
The NMFS considers uncontaminated dredged material to be a valuable resource usable to create more productive categories of EFH supportive of marine fishery species. For that reason, NMFS HCD recommends the USACE evaluate beneficial use options using dredged material for marsh creation at areas in addition to the SIBUA. Beneficial use options would avoid wasting such a valuable resource through placement at the ODMDS. The NMFS believes shallow waters in Mobile Bay near Interstate 10 present an opportunity for such beneficial use and should be explored. Biologists with NMFS have considerable experience in using dredged material to create marsh and have already taken part in discussions with staff of the USACE, Mobile District, regarding beneficial use of sediment dredged from the Mobile Harbor Navigation project. We request staff of the Mobile District continue to seek opportunities to use dredged material beneficially and offer to provide input into how dredged material placement could be designed to



create sustainable and productive wetland habitats supportive of a variety of important renewable natural resources.

We appreciate your consideration of our comments. If you wish to discuss this project further or have questions concerning our recommendations, please contact Brandon Howard at (225) 389-0508, extension 207.

Sincerely,



Virginia M. Fay
Assistant Regional Administrator
Habitat Conservation Division

c:
FWS, Paul_Necaise@fws.gov
F/SER46, Swafford
F/SER4, Dale, Sramek
Files

IDIQ Contract for Rental of 27-inch to 30-inch
Cutterhead Pipeline Dredge for Dredging Mobile District
Navigation Projects in Alabama, Mississippi, and Florida

W9127818B0003

From: [Brandon Howard - NOAA Federal](#)
To: [Lewis, Angelia V SAM](#)
Cc: [Swafford, Rusty](#)
Subject: [EXTERNAL] Re: Mobile Harbor Navigation Project Recertification
Date: Thursday, October 20, 2016 10:05:41 AM

Hi Angelia.

NOAA's National Marine Fisheries Service, Habitat Conservation Division, maintains its position stated in the previous letters. We do not object to the recertification.

Brandon

On Fri, Oct 14, 2016 at 8:17 AM, Lewis, Angelia V SAM <Angelia.V.Lewis@usace.army.mil> <<mailto:Angelia.V.Lewis@usace.army.mil>> wrote:

Mr. Swafford,

The USACE, Mobile District is pursuing recertification for the continued maintenance dredging and placement activities for the Mobile Harbor Navigation Project, Mobile Bay, Mobile County, Alabama. In previous coordinations, and as provided in your letters dated April 13, 2012 and June 4, 2014, NMFS, Southeast Region, Habitat Conservation Division, found no objections to the Mobile District's proposed activities. Since no changes to the Mobile Harbor project are being proposed at this time, do your determinations still apply?

Please see attached coordination letters for reference.

Thank you,

Angelia V. Lewis
Biologist
Planning and Environmental / Coastal Environment
U.S. Army Corps of Engineers
Mobile District
251-694-4105 <<tel:251-694-4105>>

--

Brandon Howard
Fishery Biologist
Habitat Conservation Division
NOAA Fisheries Service

Louisiana State University
Military Sciences Bldg, Rm 266
South Stadium Rd
Baton Rouge, LA 70803

Office: 225-389-0508, x207 <<tel:225-389-0508%2C%20x206>>

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TURBIDITY MONITORING REPORT
CONTRACT NUMBER:

DATE: _____ REPORT NO. _____
TIME OF DAY SAMPLE TAKEN: _____
WEATHER CONDITIONS: _____
DIRECTION OF WATER FLOW: _____ TIDAL STAGE: _____
WATER TEMP: F _____ WIND SPEED: MPH _____
WAVE CONDITIONS : _____

TURBIDITY MEASUREMENT TAKEN APPROX. _____ FT. FROM DREDGE
TURBIDITY MEASUREMENT TAKEN APPROX. _____ FT. FROM DISCHARGE
DISCHARGE IS APPROX. _____ FT FROM DREDGE WITH COORDINATES
DEPTH AT DREDGE: _____ FT. DEPTH AT DISCHARGE: _____ FT.
SURFACE TURBDITIY AT DREDGE: _____ NTU
COORDINATES: _____ DISPOSAL AREA: _____
SURFACE TURBDITIY AT DISCHARGE: _____ NTU

BACKGROUND TURBIDITY TAKEN APPROX. _____ FT. FROM DREDGE
COORDINATES: _____
WATER DEPTH: _____ FT.
SURFACE TURBIDITY: _____ NTU

REMARKS (VISIBLE PLUME, ETC.):

INSPECTOR:

SECTION 01 57 20.01

ENVIRONMENTAL PROTECTION (Pascagoula Harbor)

Index

1. Scope
2. Applicable Regulations
3. Notification
4. Subcontractors
5. Implementation
6. Protection of Water Resources
7. Recording and Preserving Historical and Archaeological Finds
8. Protection of Land Resources
9. Protection of Fish and Wildlife
10. Protection of Air Resources
11. Maintenance of Pollution Control Facilities during Dredging and Construction
12. Sanitation
13. Payment

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 maintenance dredging of the **Pascagoula Harbor** federally authorized navigation project designated in this contract, except for those measures set forth in other Technical Provisions of these specifications.

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 alter ecological balances; c) affect other species of designated importance of man; or d) degrade the utility of the environment for esthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, and land, and involves noise control, solid-waste management, as well as control of other pollutants.

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 and/or requirements concerning environmental pollution control and abatement (including special conditions specified by the U.S. Fish and Wildlife Service), all applicable provisions of the U.S. Army 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.

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 for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of 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.

4. SUBCONTRACTORS: When conducting maintenance dredging of the Pascagoula Harbor Federal navigation channel in Mississippi, the Contractor and their subcontractors shall comply with all requirements under the terms and conditions set out in the certifications by the Mississippi Department of Environmental Quality (MDEQ), Mississippi Department of Marine Resources (MDMR), U.S. Fish and Wildlife Service (USFWS), and in compliance with the provisions of the Contract and applicable Federal, state, and local environmental laws and regulations. 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 daily reports any problems in complying with laws, regulations and ordinances and corrective action taken.

3) The Contractor shall prepare a listing of resources needing protection (i.e., upland vegetation, wetlands, oyster reefs, landscape features, air quality, noise levels, surface and groundwater quality, fish and wildlife, and historical, archeological and cultural resources) within authorized work areas.

4) The Contractor shall prepare a contaminant prevention statement 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 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.

5. IMPLEMENTATION: 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 Lekesha Reynolds via email at 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.

6. 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.

1) The Contractor shall ensure maintenance dredging of federally authorized depths and the placement of material in their respective designated placement sites 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.

4) The Contractor must comply with all turbidity and monitoring standards and other specific conditions set forth in the 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. 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)]. Turbidity Monitoring Reports shall be emailed on a weekly basis to Ms. Lekesha Reynolds at Lekesha.W.Reynolds@usace.army.mil.

5) 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.

6) 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.

7) 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.

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

7. RECORDING AND PRESERVING HISTORICAL AND ARCHEOLOGICAL FINDS: All items having any apparent historical or archeological interest, which are discovered in the course of any removing of material and placement activities, shall be carefully preserved and protected. The Contractor shall leave the archaeological find undisturbed, secure the site to the extent reasonably possible, and immediately report the find to the Contracting Officer so the proper authorities may be notified. Existing historical, archeological and cultural resources for avoidance within the Contractor's work area will be so designated by the Contracting Officer. The Contracting Officer will further coordinate with the Mobile District Archeological Staff (attn: Ms. Jennifer Winter, PD-EI at (251) 694-3784) to obtain the precise coordinates for avoidance areas if needed. Any new sites would be identified and adequately marked in the field for assessment by the USACE staff, and any known sites in the removal or placement footprint will be marked for avoidance prior to dredging.

8. 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 and placement 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 shall be required to maintain all work areas within or outside of the project boundaries free from dust that would cause a hazard or nuisance to others.

3) The Contractor shall obliterate all signs of temporary support facilities, such as haul roads, work areas, structures, foundations of temporary structures, or any other vestiges of activities as directed by the Contracting Officer.

4) Solid wastes (excluding clearing debris) include 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 placement shall be conducted to prevent spillage and contamination.

5) Hazardous waste shall be stored, removed from the work area and disposed of in accordance with Federal, state and local laws and regulations.

6) The Contractor shall use drainage ditches, low ground pressure equipment, matting, geogrids, and/or other types of soil reinforcement in some areas to enable vehicle traffic and other activity.

9. 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 removed material placement operation return water 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) Maintenance dredging of **Pascagoula Harbor Federal navigation project** is restricted to dimensions designated in this contract and placement of material in approved placement sites only.

6) The Contractor shall take all necessary precautions to ensure that maintenance dredging activities do not adversely impact any listed threatened and/or endangered species protected under the Endangered Species Act. Parts of the Littoral Zone Placement Area, Horn Island and other surrounding islands are designated critical habitat areas for the piping plover and are also utilized by wintering red knot, and nesting sea turtles. The West Indian manatee also utilizes Mississippi waters.

7) 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, sea turtles, and the Gulf sturgeon in the area, and the need to avoid collisions with and harming these

animals. The Contractor shall further instruct all personnel that the area is designated as Gulf sturgeon critical habitat. All construction personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing manatees, sea turtles, 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) 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 MS Sea turtle stranding and salvage network website at:
<https://www.nrc.gov/docs/ML1434/ML14345A279.pdf>
Ms. Wendy Teas, Wendy.Teas@noaa.gov, 228-549-1628, is the POC for stranded or dead sea turtles. Ms. Patricia Rosel is the POC for stranded or dead mammals, her email is Patricia.Rosel@noaa.gov, and the hotline number is 888-806-1674. Please also provide a copy to Mobile District Coastal Environment Office, Ms. Lekesha Reynolds at:
Lekesha.W.Reynolds@usace.army.mil

8) When using cutterhead dredging equipment, to minimize the potential of intercepting sea turtles/Gulf sturgeon, every effort shall be made to minimize pump operation while the dragheads/cutterheads are suspended in the water column including but not limited to the following:

- (1) When initiating dredging, suction through the dragheads/cutterhead shall be allowed just long enough to prime the pumps. Then the dragheads/cutterheads must be placed firmly on the bottom.
- (2) When lifting the dragheads/cutterhead from the bottom, suction through the dragheads/cutterheads shall be allowed just long enough to clear the lines, then must cease.
- (3) Pumping water through the dragheads/cutterhead shall cease while maneuvering or during travel to/from the placement area.
- (4) Raising the dragheads/cutterheads off the bottom to increase suction velocities is not acceptable.
- (5) During turning and repositioning operations the pumps must either be shut off or reduced in speed to the point where no suction velocity or vacuum exists.

10) PROTECTION OF MANATEES: Where manatees are known to occur and/or at required navigation channel designated by U.S. Fish and Wildlife Service, as stated in the Manatee Protection Guidelines 10(a) below and in Appendix A, in order to ensure that manatees are not adversely affected by the dredging activities authorized by this contract,

the Contractor utilize the State and/or USFWS Standard Manatee Construction Conditions.

a. Manatee Precautions - The manatee is an endangered mammal protected by Federal and State Laws. The Contractor shall observe the following precautions and other manatee precautions as stipulated by the regulatory agencies for the project:

- (1) The contractor 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.
- (2) The contractor 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.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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 in 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 Daphne (251-441-5181).*

10. PROTECTION OF AIR RESOURCES: All fuel-burning equipment shall be properly maintained to prevent violations of State or Federal Air Pollution Standards or interference with inhabitants of the area by causing drastic changes in their accustomed environment. If burning is required, the Contractor should obtain a burn permit from the local fire department, if necessary. Daily inspections will be made of all fuel-burning equipment. Immediate corrective action shall be taken if exhaust emissions are found to be excessive.

11. 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 his maintenance personnel. The curricula should include methods of detection of pollution, familiarity with pollution standards and measures for prevention or mitigation of environmental pollution.

12. SANITATION: The Contractor must provide suitable sanitation devices for the proper storage of all sanitary sewage. The Contractor shall ensure that all floating plants 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.

13. 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.

ENVIRONMENTAL APPENDIX A COOPERATING AGENCY CERTIFICATIONS



**MISSISSIPPI
DEPARTMENT OF MARINE RESOURCES**

March 2, 2017

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-080125; FP17-PA02-09; WQC2017063; U.S. Army Corps of Engineers, Mobile District,
Maintenance Dredging, Pascagoula Harbor Navigation Project

Dear Mr. Flakes:

The Department of Marine Resources 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 insure that the activities are in compliance with the MCP.

The applicant is proposing to conduct maintenance dredging and placement activities associated with the federally authorized Pascagoula Harbor navigation project in the Mississippi Sound, the Gulf of Mexico, Pascagoula River and Bayou Casotte near Pascagoula, Jackson County, MS. The above activity has been reviewed based upon provisions of the Mississippi Coastal Program and Section 307 of the Coastal Zone Management Act of 1972 (as amended). The activity has been determined to be consistent to the maximum extent practicable with the Mississippi Coastal Program provided that the applicant adheres to the following conditions:

1. Maintenance dredging of the following areas shall be completed:
 - a. An entrance channel 44 feet deep and 550 feet wide from the Gulf of Mexico to Horn Island Pass, including a 2,200 foot-long by 200 foot-wide sediment trap situated on the east side of the channel;
 - b. A channel 44 feet deep and 600 feet wide through Horn Island Pass, including a 4,700 foot-long sediment trap situated on the east side of the channel 44 feet deep and 175 feet wide;
 - c. A channel 42 feet deep and 350 feet wide in Mississippi Sound and the Pascagoula River to the railroad bridge at Pascagoula, including a turning basin 2,000 feet long and 950 feet wide (including the channel area) on the west side of the river below the railroad bridge;

DMR-080125; Direct Federal Consistency; USACE

March 2, 2017

- d. A channel 42 feet deep and 350 feet wide from the ship channel in Mississippi Sound to the 1,150-foot turning basin at the mouth of Bayou Casotte, then 350 feet wide for about one mile to the northern turning basin, 900 feet wide and 1,750 feet long;
 - e. A channel 22 feet deep and 150 feet wide up Pascagoula River from the railroad bridge to the mouth of Escatawpa River (Dog River), thence up the Escatawpa River to the Highway 613 Bridge;
 - f. A channel 12 feet deep and 125 feet wide from the Highway 613 Bridge, via Robertson and Bounds Lakes to Mile 6.0 on the Escatawpa River;
 - g. A channel 12 feet deep by 80 feet wide extending from deep water in the Pascagoula River to a turning basin in Krebs Lake, a distance of about 1,500 feet, then along the south bank of the lake a channel 10 feet deep and 60 feet wide, terminating at a second turning basin, a distance of 2,700 feet from the first.
2. An additional 2 feet of advanced maintenance plus 2 feet of overdepth dredging will be added to each of the above-authorized project sections;
 3. Dredge material shall be placed in previously approved open-water, semi-confined, littorial zone, upland, and ocean dredged material disposal areas; and,
 4. Vegetated wetlands outside of the above-authorized areas shall not be impacted.

The above granted consistency certification was based upon the application presented. If you have any questions regarding this letter, please contact Greg Christodoulou with the Bureau of Wetlands Permitting at (228) 523-4109 or greg.christodoulou@dmr.ms.gov.

Sincerely,



Willa J. Brantley
Bureau Director, Wetlands Permitting

WJB/gsc

cc: Ms. Caree Kovacevich, USACE
Ms. Florance Watson, MDEQ
Mr. Raymond Carter, SOS

PUBLIC NOTICE NO. FP17-PA02-09
CESAM-PD-EC
January 19, 2017



Figure 1. Pascagoula Harbor Federal Navigation Channel

10

PUBLIC NOTICE NO. FP17-PA02-09
CESAM-PD-EC
January 19, 2017

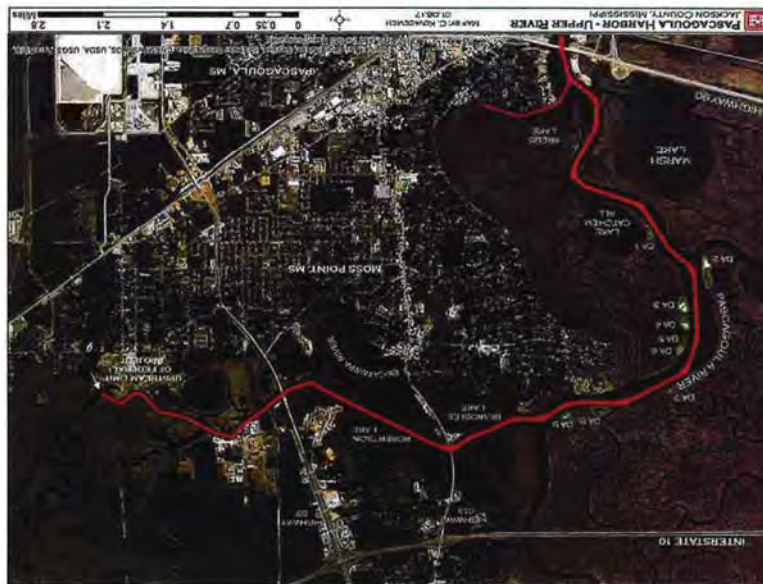


Figure 3. Pascagoula Upper River

12



STATE OF MISSISSIPPI
PHIL BRYANT
GOVERNOR
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
GARY C. RIKARD, EXECUTIVE DIRECTOR

RR-17

February 22, 2017

Certified Mail No. 7011 0110 0001 3219 0847

Ms. Caree Kovacevich
U.S. Army Corps of Engineers, Mobile District
P.O. Box 2288
Mobile, Alabama 36628-0001

Dear Ms. Kovacevich:

Re: US Army COE, Mobile District,
Maintenance Dredging,
Pascagoula Harbor Navigation
Project
Jackson County
COE No. FP17PA0209
WQC No. WQC2017063

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, to U.S. Army Corps of Engineers, Mobile District, an applicant for a Federal License or permit to conduct the following activity:

US Army COE, Mobile District, Maintenance Dredging, Pascagoula Harbor Navigation Project: The applicant proposes to perform maintenance dredging activities in the Pascagoula Harbor, Jackson County, Mississippi. These activities include: An entrance channel 44 feet deep and 550 feet wide from the Gulf of Mexico to Horn Island Pass, including a 2,200 foot long by 200 foot wide sediment trap situated on the east side of the channel, and a channel 44 feet deep and 600 feet wide through Horn Island Pass, including a 4,700 foot long sediment trap situated on the east side of the channel 44 feet deep and 175 feet wide; A channel 42 feet deep and 350 feet wide in the Mississippi Sound and the Pascagoula River to the railroad bridge at Pascagoula, including a turning basin 2,000 feet long and 950 feet wide (including the channel area) on the west side of the river below the railroad bridge; A channel 42 feet deep throughout and 350 feet wide from the ship channel in the Mississippi Sound to the 1,150 foot turning basin at the mouth

35233 WQC2017063

OFFICE OF POLLUTION CONTROL
POST OFFICE BOX 2261 • JACKSON, MISSISSIPPI 39225-2261 • TEL: (601) 961-5171 • FAX: (601) 354-6612 • www.deq.state.ms.us
AN EQUAL OPPORTUNITY EMPLOYER

FEB 27 2017

Ms. Caree Kovacevich
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February 22, 2017

of Bayou Casotte, then 350 feet wide for about one mile to the northern turning basin, 900 feet wide and 1,750 feet long; A channel 22 feet deep and 150 feet wide up the Pascagoula River from the railroad bridge to the mouth of the Escatawpa River (Dog River), thence up the Escatawpa River to the Highway 613 Bridge; A channel 12 feet deep and 125 feet wide from the Highway 613 Bridge, via Robertson and Bounds Lakes to mile 6.0 on the Escatawpa River; And a channel 12 feet deep by 80 feet extending from deep water in the Pascagoula River to a turning basin in Krebs Lake a distance of about 1,500 feet, then a channel 10 feet deep and 60 feet wide along the south bank of the lake a channel 10 feet deep and 60 feet wide, terminating at a second turning basin, a distance of 2,700 feet from the first. An additional 2 feet of advanced maintenance plus 2 feet of overdepth dredging will be added to each project section. Maintenance dredging of soft-dredged material with hopper, mechanical, and/or hydraulic cutterhead dredges tends to disturb the bottom sediments several feet deeper than the target depth due to the inaccuracies of the dredging process. An additional -3 feet of sediment below the -2-foot paid allowable overdepth dredging cut could be disturbed in the process with minor amounts of material being removed. Approximately 2,000,000 cubic yards of material would be removed during these activities. Dredged material will be disposed in approved upland and open-water disposal areas. [FP17PA0209, WQC2017063].

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 channel depth shall gradually increase toward open water and shall not exceed the controlling navigational depth. No "sumps" shall be created by proposed dredging.
2. The excavated material disposed in pre-approved upland sites shall be stabilized to prevent movement of sediment into adjacent drainage areas.
3. Best management practices should be used at all times during construction to minimize turbidity at both the dredge and spoil disposal sites. The disposal sites shall be constructed and maintained in a manner that minimizes the discharge of turbid waters into waters of the State. Best management practices should include, but not be 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. Any effluent from the disposal area should be

Ms. Caree Kovacevich
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February 22, 2017

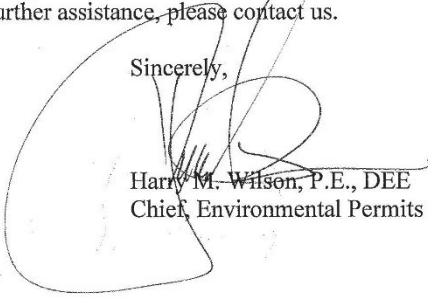
routed through a return swale system and filtered through a series of hay bales and silt fences so as to reduce the turbidity of the effluent.

4. Turbidity outside the limits of a 750-foot mixing zone shall not exceed the ambient turbidity by more than 50 Nephelometric Turbidity Units.
5. 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: JP

cc: Greg Christodoulou, Department of Marine Resources
David Felder, U.S. Fish and Wildlife Service
Calista Mills, Environmental Protection Agency



February 15, 2017

Ms. Caree Kovacevich
U.S. Army Engineer District, Mobile
Post Office Box 2288
Mobile, Alabama 36628-0001

RE: Public Notice No. FP17-PA02-09; Proposed maintenance dredging and
placement activities, Pascagoula Harbor, MDAH Project Log #01-130-17,
Jackson County

Dear Ms. Kovacevich:

We have reviewed your request for a cultural resources assessment, received on
January 27, for the above referenced project, in accordance with our responsibilities
under Section 106 of the National Historic Preservation Act and 36 CFR Part 800. After
review, it is our determination that no cultural resources eligible for listing in the National
Register of Historic Places are likely to be affected by the project. As such, we have no
objections to the proposed undertaking.

There remains the possibility that unrecorded cultural resources may be encountered
during the project. Should this occur, we would appreciate your contacting this office
immediately in order that we may offer appropriate comments under 36 CFR 800.13.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Hal Bell".

Hal Bell
Review and Compliance Officer
Historic Preservation Division

FOR: Katie Blount
State Historic Preservation Officer

MISSISSIPPI DEPARTMENT *of* ARCHIVES AND HISTORY



HISTORIC PRESERVATION DIVISION
P. O. BOX 571
Jackson, MS 39205-0571
Phone 601-576-6940 Fax 601-576-6955
Website: mdah.ms.gov

PDC-017-001

March 29, 2017

Mr. Michael Federoff
Mobile District, Corps of Engineers
Post Office Box 2288
Mobile, Alabama 36628-0001

RE: Public Notice No. FP17-PA02-09; Proposed maintenance dredging and
placement activities, Pascagoula Harbor, (USACE) MDAH Project Log #03-049-17,
Harrison County

Dear Mr. Federoff:

We have reviewed your request for a cultural resources assessment, received on
March 9, for the above referenced project in accordance with our responsibilities under Section
106 of the National Historic Preservation Act and 36 CFR Part 800. After reviewing the
information provided, it is our determination that no cultural resources are likely to be affected,
as long as maintenance dredging is confined to existing channels. With this condition, we have
no objection with the proposed undertaking.

Should there be additional work in connection with the project, or any changes in the scope of
work, please let us know in order that we may provide you with appropriate comments in
compliance with the above referenced regulations.

If you have any questions, please do not hesitate to contact us at (601) 576-6940.

Sincerely,

A handwritten signature in black ink that reads "Hal Bell". The signature is written in a cursive, flowing style.

Hal Bell
Review and Compliance Officer

FOR: Katie Blount
State Historic Preservation Officer

Kovacevich, Caree C CIV USARMY CESAM (US)

From: Paul Necaize <paul_necaize@fws.gov>
Sent: Thursday, February 23, 2017 3:54 PM
To: Kovacevich, Caree C CIV USARMY CESAM (US)
Cc: Reynolds, Lekesha W CIV (US); david_felder@fws.gov
Subject: [EXTERNAL] RE: Pascagoula Harbor O&M Re-certification Request

Caree,

The U.S. Fish and Wildlife Service has reviewed the subject operation and maintenance (O&M) dredging and placement activities associated with the federally authorized Pascagoula Harbor Navigation Project. The subject re-certification would be for a 10 year authorization.

Based on information discussed in a teleconference today with your office, the Service understands that the only changes in the new certification request is the disposal area 10 (DA 10) and the littoral zone placement area near Horn Island. The change will allow for future disposal of suitable material in the more active littoral zone area east of Horn Island. The Service also understands that no material will be placed above the mean high tide line on DA 10 or any other disposal area that contains suitable habitat for nesting shorebirds or nesting sea turtles. DA 10, Horn Island and other surrounding islands are designated critical habitat areas for the piping plover and are also utilized by wintering red knot, and nesting sea turtles. The West Indian manatee also utilizes Mississippi waters, including the project area, and recent data indicates an increase in use of the Mississippi coastal waters by this species.

The Service concurs with your determination that the proposed work should have no adverse impact to the islands adjacent to the project area other than temporary disturbance as a result of turbidity and sediment shifting following dredging/placement activities. We have attached guidance for construction activities in areas containing West Indian manatee. The attached manatee guidance should be included in the re-certification authorization conditions to avoid impacts to this species. Therefore, based on the information provided, the Service concurs that the proposed project may effect, but not likely to adversely affect nesting loggerhead and green sea turtles, piping plover, red knot, Alabama red-bellied turtle, and West Indian manatee (provided the attached guidance is adhered to). The proposed project re-certification would have no effect on other species known to be located in Jackson County such as Kemp's ridley sea turtle (not known to nest in Mississippi), Louisiana black bear, Mississippi sandhill crane, black pine snake, pearl darter, red-cockaded woodpecker, gopher tortoise, Gulf sturgeon, yellow-blotched map turtle, Mississippi gopher frog, and Louisiana quillwort. Further, the eastern indigo snake has been extirpated from Mississippi. Additionally, coordination should take place with the National Marine Fisheries Service regarding any species that may also be under the jurisdiction of their agency such as Gulf sturgeon and sea turtles.

IDIQ Contract for Rental of 27-inch to 30-inch
Cutterhead Pipeline Dredge for Dredging Mobile District
Navigation Projects in Alabama, Mississippi, and Florida

W9127818B0003

Based on the information provided and the effects determinations outlined above, the Service has no objection to the re-certification of the O&M activities associated with the subject project. Should any activities be modified from the subject plan or any activities have apparent potential to impact federally listed species, the corps should reinstate consultation with our office. This concludes section 7 consultation for this project. Should you have any questions, you may contact me at the telephone number listed below.

Paul Necaïse
Coastal Biologist
U.S. Fish and Wildlife Service
6578 Dogwood View Parkway, Suite A
Jackson, MS 39213
228-493-6631
paul_necaïse@fws.gov

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From: Kovacevich, Caree C CIV USARMY CESAM (US)
[mailto:Caree.A.Kovacevich@usace.army.mil]
Sent: Friday, January 20, 2017 10:26 AM
To: Paul Necaïse (Paul_Necaïse@fws.gov)
Cc: Reynolds, Lekesha W CIV (US); Kovacevich, Caree C CIV USARMY CESAM (US)
Subject: Pascagoula Harbor O&M Re-certification Request

Hi Paul,

See attached for an electronic advance copy of our Pascagoula Harbor O&M re-certification request. Hard copies are being sent in the mail today. Let me know if you need anything else.

Thanks!

In Service,

Caree Kovacevich
Biologist
USACE, Mobile District
Planning Division
Coastal Environment
109 St. Joseph Street
Mobile, Alabama 36695
251.690.3026

Guidelines for Activities in Proximity to Manatees and Their Habitat

- A. All personnel associated with the activity or project should be informed of the potential presence of manatees, manatee speed zones, and the need to avoid collisions with and injury to manatees. Such personnel instruction should also include a discussion of the 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.
- B. All contract and/or construction personnel are responsible for observing water-related activities for the presence of manatee(s).
- C. Temporary signs should be posted prior to and during all construction/dredging activities to remind personnel to be observant for manatees during active construction/dredging operations or within vessel movement zones (i.e., work area), and at least one sign should be placed where it is visible to the vessel operator.
- D. Siltation barriers, if used, should be made of material in which manatees could not become entangled, and should be properly secured and regularly monitored. Barriers should not impede manatee movement.
- E. If a manatee is sighted within 100 yards of the active work zone, special operating conditions should be implemented, including: no operation of moving equipment within 50 ft of a manatee, all vessels should operate at no wake/idle speeds within 100 yards of the work area; and siltation barriers, if used, should be re-secured and monitored. Once the manatee has left the 100-yard buffer zone around the work area on its own accord, special operating conditions are no longer necessary, but careful observations would be resumed.
- F. Any manatee sighting should be immediately reported to the Dolphin Island Sea Lab's Manatee Sighting Network Hotline at (866-493-5803) or at manatee.disl.org and the U.S. Fish and Wildlife Service's Jackson MS Field Office (228-493-6631).

TURBIDITY MONITORING REPORT
CONTRACT NUMBER:

DATE: _____ REPORT NO. _____
TIME OF DAY SAMPLE TAKEN: _____
WEATHER CONDITIONS: _____
DIRECTION OF WATER FLOW: _____ TIDAL STAGE: _____
WATER TEMP: F _____ WIND SPEED: MPH _____
WAVE CONDITIONS : _____

TURBIDITY MEASUREMENT TAKEN APPROX. _____ FT. FROM DREDGE
TURBIDITY MEASUREMENT TAKEN APPROX. _____ FT. FROM DISCHARGE
DISCHARGE IS APPROX. _____ FT FROM DREDGE WITH COORDINATES
DEPTH AT DREDGE: _____ FT. DEPTH AT DISCHARGE: _____ FT.
SURFACE TURBDITIY AT DREDGE: _____ NTU
COORDINATES: _____ DISPOSAL AREA: _____
SURFACE TURBDITIY AT DISCHARGE: _____ NTU

BACKGROUND TURBIDITY TAKEN APPROX. _____ FT. FROM DREDGE
COORDINATES: _____
WATER DEPTH: _____ FT.
SURFACE TURBIDITY: _____ NTU

REMARKS (VISIBLE PLUME, ETC.):

INSPECTOR:



SECTION 35 20 23.33

NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM PIPELINE HYDRAULIC DREDGE SPECIFICATION 01/22/2018

PART 1 GENERAL

1.1 DESCRIPTION

The work under this contract requires use of the US Army Corps of Engineers (USACE) National Dredging Quality Management Program (DQM) to monitor the dredge's status at all times during the contract and manage data history.

This performance-based specification section identifies the minimum required output as well as the precision and instrumentation requirements. The requirements may be satisfied using equipment and technical procedures selected by the Contractor.

1.2 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 responsible for review of the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00, "Submittal Procedures":

- SD-01, Preconstruction Submittals
- Dredge Plant Instrumentation Plan Revisions or Addendum; G, CESAM-OP-J
- SD-06, Test Reports
- Data Appropriately Archived email, Paragraph 3.3.4 ("Contractor Data Backup); G, CESAM-OP-J
- SD-07, Certificates

- Letter of National Dredging Quality Management Program Certification; G, CESAM-OP-J

1.3 PAYMENT

No separate payment shall be made for the installation, operation, and maintenance of the DQM-certified system as specified herein for the duration of the dredging operations; all costs in connection therewith shall be considered a subsidiary obligation of the Contractor and covered under the contract unit price for dredging in the bidding schedule.

1.4 NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM CERTIFICATION

The Contractor is required to have a current certification from the DQM Program for the cutter/suction head hydraulic dredge instrumentation system to be used under this contract. Standard Operating Procedures (SOP) and criteria for certification are presented on the DQM website at <https://dqm.usace.army.mil>.

1.5 DREDGE PLANT INSTRUMENTATION PLAN (DPIP)

The Contractor shall have a digital copy of the Dredge Plant Instrumentation Plan (DPIP) on file with the DQM Support Center. While working on site, the Contractor shall also maintain on the dredge a copy of the DPIP, which is easily accessible to Government personnel at all times. This document shall accurately describe the sensors used, the configuration of the system, how sensor data will be collected, how quality control on the data will be performed, and how the sensors/data-reporting equipment will be calibrated and repaired if it fails. A description of the computed dredge-specific data and how the sensor data will be transmitted to the DQM database shall also be included. Prior to the start of work, the Contractor shall submit to the DQM Support Center any addendum or modifications made to the plan subsequent to its original submission. Requirements and a template for the DPIP are available on the DQM website at <https://dqm.usace.army.mil>.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 REQUIREMENTS FOR REPORTED DATA

The Contractor shall provide, operate, and maintain all hardware and software to meet these specifications. The Contractor shall also be responsible for the replacement, repair, and calibration of the sensors and other necessary data acquisition equipment needed to supply the required data.

The procedure to complete a repair shall be documented and completed as soon as practical. If repair is not possible within two business days of any sensor failure, a plan and timeline to complete the repair shall be submitted. Upon completion of a repair, replacement, installation, modification, or calibration, the Contractor shall notify the Contracting Officer's Representative (COR). The COR may request recalibration of the

sensors or other hardware components at any time during the contract as deemed necessary.

The Contractor shall keep a log of sensor repair, replacement, installation, modification, and calibration in the dredge’s onboard copy of the DPIIP. The log shall contain a three-year history of sensor maintenance, including the time of the sensor failures (and subsequent repairs), the time and results of sensor calibrations, the time of sensor replacements, and the time that backup sensor systems were initiated to provide the required data. It shall also contain the name of the person responsible for the sensor work.

Sensors installed shall be capable of collecting parameters within the specified accuracies and resolutions indicated in the following subparagraphs and transmit these parameters to the DQM database. All data shall be transmitted in JSON message bundles. Each bundle can contain multiple message types. Sensor data shall be transmitted as work event messages, and data which relates to the operational state of the dredge or its sensors shall be transmitted as state event messages. (See Paragraph 3.3.3, “Parameter Transmission to the Web Service.”)

3.1.1 Message Bundle Data

Every message bundle shall contain descriptive data that relates the message to a given dredge plant and date/time. The start of a message bundle shall be identified by the tag “DQM_data”.

3.1.1.1 Messages

Messages contain operational data that populates the DQM database for a dredge plant. A message shall consist of an event type and its associated data (as defined in Paragraph 3.1.1.1.3, “Dredge Events”), a date/time stamp indicating when the event occurred or started, and a comment providing clarification or metadata about the situation. There are multiple event types, but they all fall into one of two categories—work events and state events.

3.1.1.1.1 Message Time

In a work event message, message time is the date and time that the data is collected from the sensors; in a state event message, message time is the date and time that the state event begins. The message time shall be reported to the nearest second and referenced to Coordinated Universal Time (UTC) time based on a 24-hour format (YYYY-MM-DD HH:MM:SS). In order to ensure accuracy and reliability, the time stamp shall be synchronized to UTC format from an accurate, unchangeable source (for example, a GPS National Marine Electronics Association [NMEA] datastring). Message time shall be identified by the tag “msg_time”.

3.1.1.1.2 Comment

Comments concerning the work event or state event messages being transmitted provide descriptive information that relates to the data. An example of a comment for work event data is information about a sensor issue; an example of a comment for state event data is a description of operations. A comment shall be identified by the introductory tag “comment”, and the comment shall consist of no more than 250 characters.

3.1.1.2 Dredge Events

There are two types of dredge event messages—work event messages and state event messages. Work event messages contain data that are instantaneously collected or calculated from sensors and are logged as a series of events. State event messages provide information about the current state of the dredge equipment or operations and are created and sent only when a state changes.

3.1.1.2.1 Work Event

Work events are triggered by a time interval change (as described in Paragraph 3.3.2.1, “Work Event Messages”). All work event messages shall be initiated by the header tag “work_event”.

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

3.1.1.2.1.1 Vertical Correction

The variation of the water level from the vertical datum for the river stage or tidal gage described in the state events shall be obtained using appropriate equipment to give the water level with an accuracy of ± 0.1 foot. Vertical correction values above project datum described in the dredging specification shall be entered with a positive sign and those below with a negative sign. The tag for vertical correction shall be “vert_correction”.

3.1.1.2.1.2 Cutter/Suction Head Location and Movement

The X, Y, and Z components of the cutter/suction head location shall be monitored. Additional calculations made from the observed values determine the rates of movement to track the progress of the dredge.

3.1.1.2.1.2.1 Cutter/Suction Head Horizontal Position

The forwardmost point of the cutter/suction head shall be obtained using a positioning system operating with a minimum accuracy level of 3-10 feet horizontal Circular Error Probable (CEP). It shall be reported as Latitude/Longitude WGS 84 in decimal degrees

with West Longitude and South Latitude values reported as negative. Position values shall be identified by the tags “ch_latitude” and “ch_longitude”.

3.1.1.2.1.2.2 Cutter/Suction Invert Depth

Cutter/suction invert depth is the depth of the invert of the suction mouth relative to the surface of the water. Instrumentation shall be capable of reporting to an accuracy of ± 0.5 foot and a resolution to the nearest 0.1 foot with no tidal adjustments. Minimum accuracies are conditional to relatively calm water. The tag “ch_depth” shall be used to identify the cutter/suction head depth.

3.1.1.2.1.2.3 Cutter/Suction Head Heading

The cutter/suction head heading is the angle of the centerline of the cutter/suction head and dredge ladder measured relative to true north. All headings shall be provided using industry-standard equipment. The heading shall be accurate to within 5 degrees and reported to the nearest whole degree with values from 000 (true north) to 359 degrees referenced to a clockwise positive direction convention. The tag "ch_heading" shall be used to identify the cutter/suction head heading.

3.1.1.2.1.3 Dredge Activity

Dredge activity shall be monitored using a combination of the following parameters.

3.1.1.2.1.3.1 Slurry Velocity

A flow-metering device, calibrated according to the manufacturer's specifications, shall be used to record the slurry velocity to the nearest 0.01 fps with an accuracy of ± 0.1 fps. If the manufacturer does not specify a frequency of recalibration, calibration shall be conducted prior to the commencement of work. The slurry velocity shall be measured for the same pipeline inside diameter as that used for the slurry density measurement. The tag “slurry_velocity” shall be associated with this value.

3.1.1.2.1.3.2 Slurry Density

A density-metering device, calibrated according to the manufacturer's specifications, shall be used to record the slurry density to the nearest 0.01 g/cc. It is understood that the accuracy of this sensor can vary based on several factors, including the type of material, the magnitude of the cut, and the length of time since calibration. If the manufacturer does not specify a frequency of recalibration, calibration shall be conducted prior to the commencement of work. Continuous monitoring of this sensor ensures that drift and other factors inherent in the dredging process can be accounted for in monitoring dredge activity. The tag “slurry_density” shall be associated with this value.

3.1.1.2.1.3.3 Pump RPM

The pump rpm is the number of revolutions per minute measured for the slurry pump shaft. The shaft revolution rate (rev/min) shall be measured with the highest level of

accuracy that is standard on the vessel's operational displays either at the bridge or in the engine room. This value shall be identified by the tag "rpm".

3.1.1.2.1.3.4 Pump Vacuum

The vacuum pressure of the dredge pump(s) (inches of mercury) shall be measured as near to the eye as practicable in the pump's suction pipe with the highest level of accuracy that is standard on the vessel's operational displays either at the leverman's controls or in the engine room. Vacuum pressure shall be identified by the tag "vacuum".

3.1.1.2.1.3.5 Pump Outlet Pressure

The pump outlet pressure shall be measured in the discharge line on the pump side of the flap valve in terms of pounds per square inch (psi) on a gauge. Pump outlet pressure shall be identified by the tag "outlet_psi".

3.1.1.2.1.4 Outfall Information (Open Water/Spill Barge Disposal)

The X and Y position of the terminal end of the outfall pipe shall be monitored continuously and the position reported as part of the work event string.

3.1.1.2.1.4.1 Discharge Horizontal Position

The horizontal position of the outfall end of the discharge pipe shall be obtained using a positioning system operating with a minimum accuracy level of 3-10 feet horizontal Circular Error Probable (CEP). It shall be reported as Latitude/Longitude WGS 84 in decimal degrees with West Longitude and South Latitude values being reported as negative. Position values shall be identified by the tags "outfall_latitude" and "outfall_longitude".

3.1.1.2.2 State Event

State event messages provide information about the current state of the dredge equipment or operations. They are created and sent only when a state changes. Since state events often cannot be collected in real time, state events are tagged with a date time stamp (referenced to Coordinated Universal Time [UTC]) that indicates when the state change happened relative to the work event message tag. This data is considered to be "true" until another state event tag is received. Each type of state event message shall be indicated by a specific header tag as enumerated in the following subparagraphs. State events can be transmitted along with work event message bundles directly by the contractor using the indicated format, or they can be entered on the "State" tab in the DQM-provided software.

3.1.1.2.2.1 Message Time

The state event time is the date and time that the event starts. The leverman's time shall be entered to the nearest second as local time and automatically converted to and reported

in UTC based on a 24-hour format (YYYY-MM-DD HH:MM:SS). Message time shall be identified by the tag “msg_time”.

3.1.1.2.2.2 Contract Event

Information concerning the contract under which dredging is being performed shall be reported at the start and completion of each contract using the header tag “contract_event”.

3.1.1.2.2.2.1 Contract Number

The USACE-assigned contract number for the project shall be reported using the tag “contract_number”.

3.1.1.2.2.2.2 Contract Start and End

The start and end of a contract shall be reported using the tag “event_type” with the appropriate value of “start” or “end”.

3.1.1.2.2.3 Tide Station/River Stage Gage Event

Properties associated with the vertical correction (see Paragraph 3.1.1.1.3.1.1, “Vertical Correction”) for the tide station/river stage gage shall be grouped together under the header tag “station_event”. This information shall be sent at the start of the contract and each time the dredge has moved enough to change the station being used.

3.1.1.2.2.3.1 Station Name

The station name is a concise name defining the tide station/river stage gage being referred to. It shall be introduced by the tag “station_name”, and it shall consist of a descriptor of no more than 25 characters.

3.1.1.2.2.4 Length of Pipe Event

The leverman’s estimate of the length of pipe downflow from the dredge pump, measured to the nearest whole foot, shall be reported under the header tag “pipe_length_event”. This information shall be sent at the start of the contract and at the completion of each 24-hour period ending at midnight local time.

3.1.1.2.2.4.1 Floating Pipe

The total length of floating pipe shall be reported with the tag “length_floating”.

3.1.1.2.2.4.2 Submerged Pipe

The total length of floating pipe shall be reported with the tag “length_submerged”.

3.1.1.2.2.4.3 Shore Pipe

The total length of shore pipe shall be reported with the tag “length_land”.

3.1.1.2.2.5 Booster Pump Event

Information concerning the booster pumps being used shall be included under the header tag “booster_pump_event”. A message shall be sent to indicate any change in the status of the booster pumps being used.

3.1.1.2.2.5.1 Number of Booster Pumps

Upon the addition or removal of a booster pump, the total number of booster pumps being used shall be reported with the tag “booster_total”.

3.1.1.2.2.6 Dredge Advance

The dredge advance, the total forward progress of the dredge relative to the centerline of the cut, shall be measured to the nearest whole foot and cumulatively calculated over a 24-hour period from midnight to midnight local time. It shall be identified by the tag “advance_daily”. The msg_time associated with this tag shall be reported as the first timestamp of the following 24-hour period (based on the local time) rather than as midnight of the day for which the value was calculated, and it shall be reported in Greenwich Mean Time (GMT).

3.1.1.2.2.7 Outfall Information

The X and Y position of the terminal end of the outfall pipe shall be monitored and sent at the start of the contract and thereafter according to the following table. Discharge Heading and Pipe Elevation may be omitted if the dredge is not discharging into an upland disposal site. For beach nourishment, the horizontal X and Y position of the outfall shall be sent at the start of the contract and at the completion of each 24-hour period ending at midnight local time.

Discharge Location	Horizontal Position	Discharge Pipe Elevation	Discharge Outfall Heading
Open Water	Continuous Work Event	N/A	N/A
Scow	Upon Change	N/A	N/A
Beach	Every 24 Hours	N/A	N/A
Upland	Upon Change	Upon Change	Upon Change

3.1.1.2.2.7.1 Discharge Location

Information on where the slurry is being discharged shall be reported with the tag “outfall_location”. Acceptable values include “upland”, “open water”, “beach”, and “scow”.

3.1.1.2.2.7.2 Discharge Horizontal Position

The horizontal position of the outfall end of the discharge pipe shall be obtained using a positioning system operating with a minimum accuracy level of 3-10 feet horizontal Circular Error Probable (CEP). It shall be reported as Latitude/Longitude WGS 84 in decimal degrees with West Longitude and South Latitude values being reported as negative. Position values shall be identified by the tags “outfall_latitude” and “outfall_longitude”.

3.1.1.2.2.7.3 Discharge Outfall Heading

The discharge outfall heading is the angle relative to true north measured from the centerline of the pipe in the direction of discharge. All headings shall be provided using industry-standard equipment. They shall be accurate to within 5 degrees and reported to the nearest whole degree with values from 000 (true north) to 359 degrees referenced to a clockwise positive direction convention. The discharge heading shall be identified by the tag “outfall_heading”.

3.1.1.2.2.7.4 Discharge Pipe Elevation

The discharge pipe elevation is the height of the outfall measured in feet and tenths of a foot relative to the project datum. The required accuracy is contingent upon contract requirements. The tag “outfall_elevation” shall be used to identify this elevation.

3.1.1.2.2.8 Non-effective Work Event

Delays and dredge downtime shall be reported at the conclusion of the event. The reason for the non-effective work time shall be submitted under the header tag “non_eff_event” within 24 hours of the event.

3.1.1.2.2.8.1 Non-effective Work Interval

The start and end times for the non-effective work event shall be reported using the tags “msg_start_time” and “msg_end_time”.

3.1.1.2.2.8.2 Dredge Function Code

The dredge operator indication of production delays, as listed on Form 4267, shall be transmitted at the end of the non-effective interval. Dredge function event messages shall be identified by the tag “function_code” and shall consist of one of the following standardized entries to indicate the operation:

- AGV Assisting Grounded Vessels
- CCH Change Cutterhead
- CCSH Clear Cutter Suction
- CLPJ Change Location Bar
- COLL Collision

- CPPL Clear Pump Pipeline
- CPR Change Impeller
- DR Dike Repair
- FBD Fire Boat Drills
- HPL Handling Pipe Line
- HSL Handling Swing Line
- HSP Handling Shore Pipe
- LDNE Loss Due to Natural Elements
- LDPV Loss Due to Passing Vessel
- LNL Transfer to New Location
- MISC Miscellaneous
- MOB Mobilization & Demobilization
- MSC Miscellaneous/Non-pay
- OC Out of Commission
- OR Operating Repairs
- P Preparation
- PREP Preparation & Making Up Tow
- RPL Repair Pipeline
- SB Sounding & Buoying
- SBT Stand-By Time as Directed
- SH Sundays-Holidays
- TFS Taking on Fuel & Supplies
- TOW Time on Tow
- WAP Waiting Attendant Plant

3.1.1.2.2.8.3 Additional Comments

The “comment” tag shall be used to provide additional explanation for the noted delays or downtimes. For example, when the code “LDPV” (Loss Due to Passing Vessel) is indicated, the name of the vessel and the number of tows shall be listed with the “comment” tag.

3.2 NATIONAL DREDGING QUALITY MANAGEMENT PROGRAM SYSTEM REQUIREMENTS

The Contractor’s DQM system shall be capable of collecting and transmitting information to the DQM onboard computer. The applicable parameters from Paragraph 3.1, “Requirements for Reported Data,” shall be recorded as events locally and continuously transmitted to the DQM database anytime an Internet connection is available. The dredge shall be equipped with a DQM computer system consisting of a computer, monitor, keyboard, mouse, data modem, Universal Power Supply (UPS), and network hub. The computer system shall be a standalone system, exclusive to the DQM monitoring system, and shall have USACE DQM software installed on it. If a hardware problem occurs, or if a part of the system is physically damaged, then the Contractor shall be responsible for repairing it within two business days of the determination of the

condition or submitting a plan and timeline for repair if the repair will take more than two business days.

3.2.1 Computer Requirements

The Contractor shall provide a dedicated onboard computer for use by the Dredging Quality Management system. This computer shall run the USACE DQM software and receive data from the Contractor's data-reporting interface. This computer must meet or exceed the following performance specifications:

CPU	Intel or AMD processor with a (non-overclocked) clock speed of at least 1.8 gigahertz (GHz)
Hard drive	250 gigabytes (GB); internal
RAM	4 gigabytes (GB)
Ethernet adapter	10 or 100 megabit (Mbit) internal network card with an RJ-45 connector
Video adapter	Must support a resolution of 1024x768 at 16-bit color depth
Keyboard	Standard 101-key keyboard
Mouse	Standard 2-button mouse
Monitor	Must support a resolution of 1024x768 at 16-bit color depth
Ports	2 free serial ports with standard 9-pin connectors; 1 free USB port
Other hardware	Category 5 (Cat-5) cable with standard RJ-45 plugs connecting the network adapter to the network hub; 1 spare cable

The Contractor shall install a fully licensed copy of Windows 7 Professional Operating System on the computer specified above. The Contractor shall also install any necessary manufacturer-provided drivers for the installed hardware.

This computer shall be located and oriented to allow data entry and data viewing as well as to provide access to data ports for connection of external hardware.

3.2.2 Software

The DQM computer's primary function is to transmit data to the DQM shoreside database. No other software which conflicts with this function shall be installed on it. The DQM computer shall also have the USACE-provided Dredging Quality Management Onboard Software (DQMOBS) installed on it by DQM personnel.

3.2.3 UPS

The Contractor shall supply an Uninterruptible Power Supply (UPS) for the computer and networking equipment. It shall interface with the DQM computer to communicate UPS status, and it shall provide backup power at 1 kVA for a minimum of 10 minutes. The Contractor shall ensure that sufficient power outlets are available to run all specified equipment.

3.2.4 Internet Access

The Contractor shall maintain an Internet connection capable of transmitting real-time data to the DQM server as well as enough additional bandwidth to clear historically queued data when a connection is re-established. The telemetry system shall always be available and have connectivity in the contract area. If connectivity is lost, unsent data shall be queued and transmitted upon restoration of connectivity. The Contractor shall acquire and install all necessary hardware and software to make the Internet connection available for data transmission to the DQM web service. The hardware and software shall be configured to allow the DQM Support Center remote access to this computer, and the telemetry system shall be capable of meeting these minimum reporting requirements in all operating conditions.

In areas with poor cellular service and at the local District's discretion, it may be required to manually download the data on a daily basis using the protocol for retrieving and submitting backup files provided by the DQM Support Center. This method of data transmission should be used only if Internet connectivity is unavailable at the dredging site, and it should be considered a temporary measure.

3.2.5 Data Routing Requirements

Onboard sensors continually monitor dredge conditions, operations, and efficiency and route this information to the shipboard dredge-specific system (DSS) computer to assist in guiding dredge operations. Portions of this Contractor-collected information, as described in this specification, shall be routed to the DQM computer on a real-time basis. Standard sensor data shall be sent to the DQM computer via an RS-232 serial interface with a baud rate of 9600 or 19200 bps. The serial interface shall be configured as 8 bits, no parity, and no flow control.

Information regarding changes in the state of the dredge shall be digitally logged and transmitted as close to the time of the occurrence as possible. These events can either be included in a separate message bundle going to the DQM onboard computer, or they can be entered on the "State" tab in the DQM Pipeline Software.

3.3 DREDGE MONITORING DATA

3.3.1 General

Onboard sensors continuously collect dredging data in support of the dredge Contractor's operations. Portions of this Contractor-collected information, as described in this specification, and calculations based on them shall be stored and transmitted to the DQM database on a near real-time basis. Additionally, information regarding the state of the dredge shall be digitally logged and transmitted.

3.3.2 Data Measurement Frequency

The frequency of data transmission is dependent on the type of message being sent. Work Event messages contain data that are instantaneously collected or calculated from sensors and are logged as a series of events. State event messages are activated by a change in the dredge state.

3.3.2.1 Work Event Messages

Data shall be logged as a series of events. Each event shall consist of a dataset containing dredge information (as defined in Paragraph 3.1, "Requirements for Reported Data"). Each set of measurements (for example, time and position) shall be considered an event, and there shall be a 6-12 second interval between work events. This interval shall remain consistent across event types for the dredge plant.

A standard data string shall be recorded within one second of an event trigger with the time stamp and all parameters reflecting when the event happened.

3.3.2.2 State Event Messages

A set of descriptive information (event name, time, description, comment) shall be considered a state event. These events shall be recorded within 24 hours of a change in state with the time stamp reflecting when the event happened.

3.3.3 Parameter Transmission to the Web Service

The data shall be formatted as JSON (JavaScript Object Notation, as defined at <http://www.json.org>) strings of arbitrary length. These JSON strings represent a hierarchical data structure consisting of a message bundle which may contain 0-3 automatic data messages and any number of manual data messages.

A tag/parameter is reported only when it contains a value. No "Null" value strings shall be included in a message bundle.

Message bundle

```
{
  "DQM_Data": {
    "messages": [
      {
        "work_event": {
          "msg_time": <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
          "vert_correction": <floating point 100th decimal place>,
          "ch_latitude": <decimal to 6 decimal places>,
          "ch_longitude": <decimal to 6 decimal places>,
          "ch_depth": <floating point 100th decimal place>,
          "ch_heading": <integer value 000-359>,
          "slurry_velocity": <floating point 100th decimal place>,
          "slurry_density": <floating point 100th decimal place>,
          "pump_rpm": <integer>,
          "vacuum": <floating point 100th decimal place>,
          "outlet_psi": <floating point 100th decimal place>,
          "comment": <string>,
        }
      },
      {
        "contract_event": {
          "msg_time": <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
          "contract_number": <string>,
          "event_type": <string - "start" or "end">,
          "comment": <string>
        }
      },
      {
        "station_event": {
          "msg_time": <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
          "station_name": <string>,
          "comment": <string>
        }
      },
      {
        "pipe_length_event": {
          "msg_time": <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
          "length_floating": <integer>,
          "length_submerged": <integer>,
          "length_land": <integer>,
          "comment": <string>
        }
      },
      {
        "booster_pump_event": {
          "msg_time": <24-hour UTC time YYYY-MM-DDHH:MM:SS>,
          "booster_total": <integer>,
          "comment": <string>
        }
      },
      {
        "advance_Event": {
          "msg_time": <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
          "advance_daily": <integer>,
          "comment": <string>
        }
      }
    ]
  }
}
```



```

    }
  },
  {
    "outfall_position": {
      "msg_time": <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
      "outfall_location": <string-"upland", "beach", "scow", "open water">
      "outfall_latitude": <decimal to 6 decimal places>,
      "outfall_longitude": <decimal to 6 decimal places>,
      "outfall_heading": <integer value 000-359>,
      "outfall_elevation": <floating point 10th decimal place>,
      "comment": <string>
    }
  },
  {
    "non_eff_event": {
      "msg_start_time": <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
      "msg_end_time": <24-hour UTC time YYYY-MM-DD HH:MM:SS>,
      "function_code": <string - 1 to 4 characters>,
      "comment": <string>
    }
  }
]
}
}

```

3.3.4 Contractor Data Backup

The Contractor shall maintain an archive of all data sent to the DQM computer during the dredging contract. The COR may require, at no increase in the contract price, that the Contractor provide a copy of these data covering specified time periods. The data shall be provided in the same JSON format as would have been transmitted to the DQM computer. There shall be no line breaks between the parameters, and each record string shall be on a separate line. The naming convention for the files shall be *<dredgename>_<StartYYYYMMddhhmms>_<EndYYYYMMddhhmms>.txt*. Data submission shall be via a storage medium acceptable to the COR.

At the end of the dredging contract, the Contractor shall call the DQM Support Center prior to discarding the data to ensure that it has been appropriately archived. The Contractor shall record the following information in a separate section at the end of the dredge’s onboard copy of the DPIP:

- Person who called the DQM Support Center
- Date of the call
- DQM representative who gave permission to discard the data

On the same day that the call is made, but prior to discarding the data, the Contractor shall submit a “Data Appropriately Archived” email to the local USACE District’s COR with the above information and cc: the DQM Support Center representative who granted

the permission. In addition to the above information, the following shall also be included in the email:

- Project name and contract number
- Dredge start and end dates
- Name of the dredge

3.4 PERFORMANCE REQUIREMENTS

The Contractor's National Dredging Quality Management Program's data transmission shall be fully operational at the start of dredging operations. To meet contract requirements for operability, the Contractor's system shall provide an accurate data string return and be compliant with hardware requirements. Data string return is defined as the number of quality records within an event or state tag sent by the contractor's system to the DQM database. Quality data strings are considered to be those providing accurate values for all parameters reported when operating according to the specification. Repairs necessary to restore data return compliance shall be made within two business days, or a plan and timeline for repair shall be submitted if the repair will take more than two business days. Failure by the Contractor to report quality data within the specified time window for dredge measurements as stated in the specifications (see Paragraph 3.2.4, "Internet Access"; Paragraph 3.3.2, "Data Measurement Frequency"; and Paragraph 3.3.3, "Parameter Transmission to the Web Service") may result in withholding of up to 10% of the contract progress payment per clause 52.232-5.

3.5 QUALITY ASSURANCE CHECKS

Quality assurance (QA) checks are a part of the DQM dredge certification procedure. They are required prior to the commencement of dredging and, at the discretion of the COR, periodically throughout the duration of the contract. The SOP and criteria for QA checks are presented on the DQM website at <https://dqm.usace.army.mil>.

3.6 CONTRACTOR QUALITY CONTROL

The dredging Contractor shall designate a quality control systems manager (QCSM), who shall develop and maintain daily procedures to ensure quality control (QC) of the dredge Contractor's DQM system. These methods shall include the procedure by which data being collected is checked against known values, and verification that the telemetry is functioning. These procedures shall be outlined in the DPIP and submitted prior to the Notice to Proceed. In the event a Contractor Quality Control (CQC) Report is required, daily annotations shall be made in the Daily CQC Report, documenting all actions taken on each day of work, including all deficiencies found and the corrective actions taken.

3.7 LIST OF ITEMS PROVIDED BY THE CONTRACTOR

DPIP	Paragraph 1.5, “Dredge Plant Instrumentation Plan (DPIP)”
DQM System	Paragraph 3.2, “National Dredging Quality Management Program System Requirements,” including all subparagraphs
Dredge Data	Paragraph 3.3, “Dredge Monitoring Data”

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.)

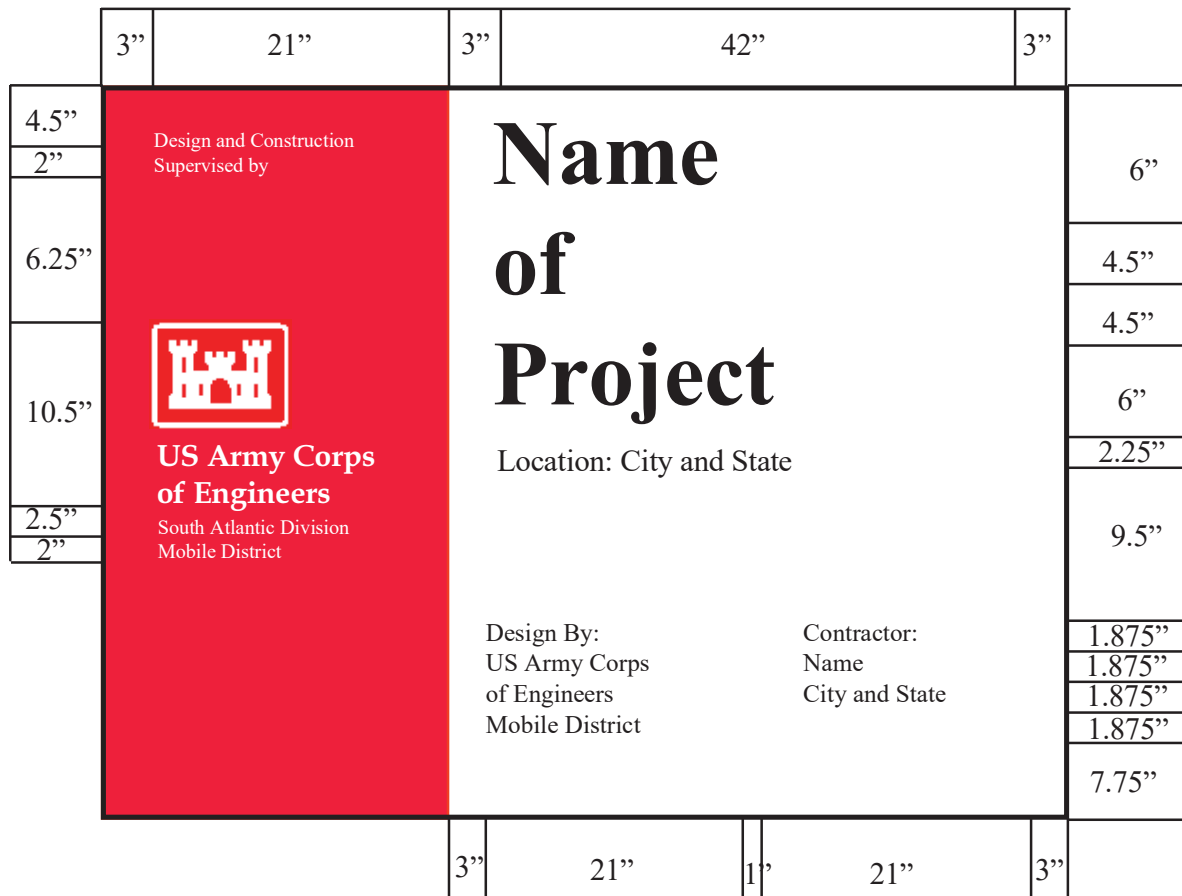
INSPECTOR

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

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" Helvehca 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" Helveticia 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

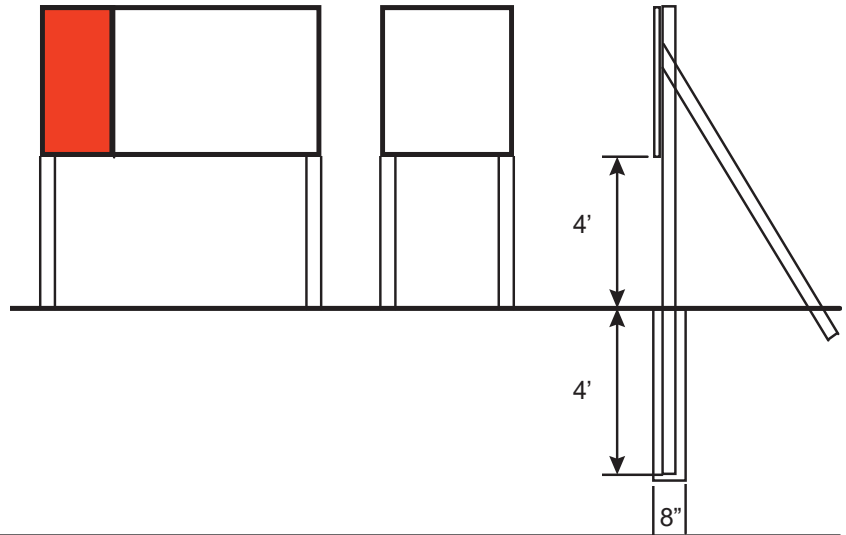
Drill and insert six (6) .375 T-nuts from the front face of the HDO sign panel. Position holes as shown. Flange of T-nut to be flush with sign face

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 type-faces 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

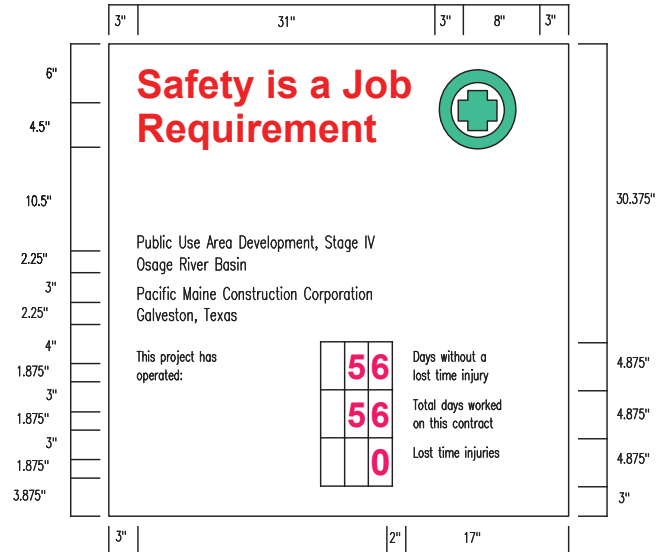
Legend Group 2: One to two-line project title legend describes the work being done under this contract and name of host project.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

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"

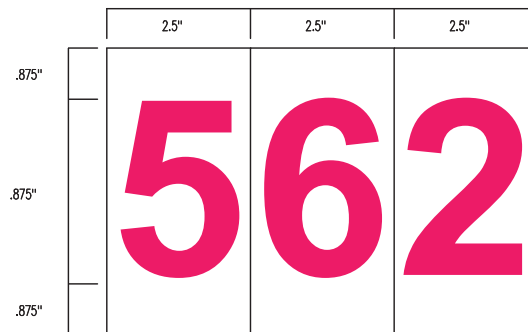
Legend Group 4: Standard safety record captions as shown.
Color: Black
Typeface: 12.5" Helvetica Regular

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"

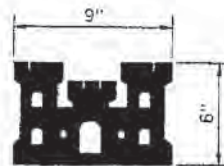
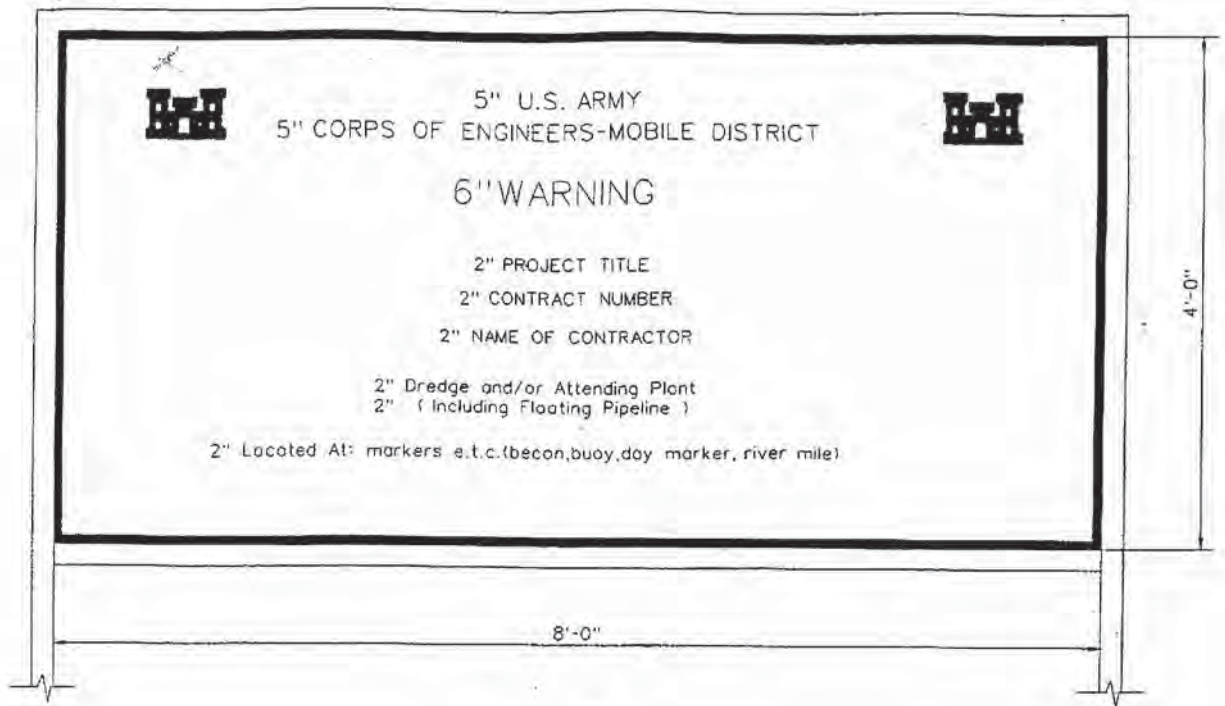
All typography is flush left and rag right. Upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards.



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

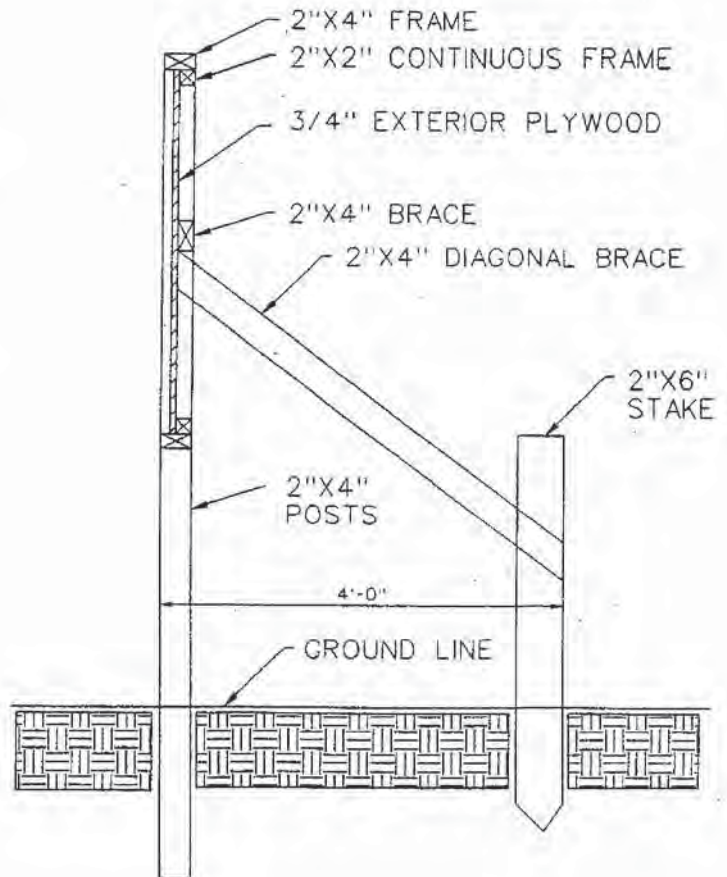
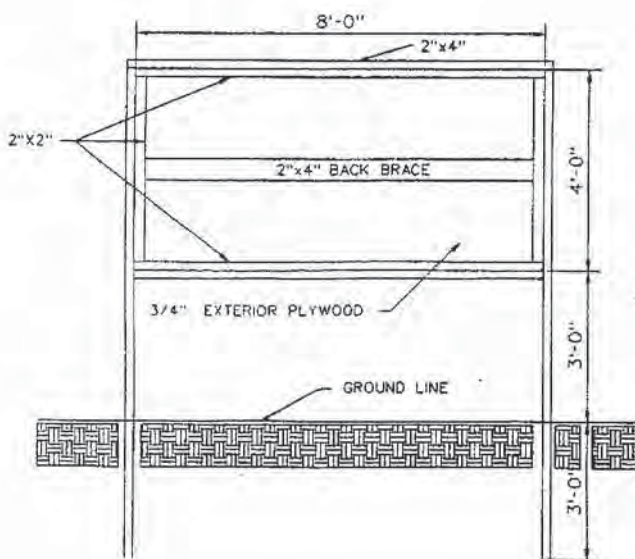


SAFETY PERFORMANCE SIGN



NOTES.

1. DRAWING N.T.S.
2. ALL LUMBER TO BE PRESSURE TREATED
3. ALL LETTERING WILL BE DISPLAYED IN RED
4. CASTLE TO BE PAINTED RED W/WHITE OPENINGS
5. BORDER TO BE PAINTED REFLECTIVE RED
6. ALL OTHER LUMBER TO BE PAINTED WHITE
7. POST/STAKE HOLES TO BE BACKFILLED & TAMPED
8. SIGNS TO BE REMOVED UPON COMPLETION OF PROJECT
9. RESTORE SITE TO ORIGINAL CONDITION
10. LETTER SIZE AS SHOWN



TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR DATE TRANSMITTAL NO.
MANUFACTURER'S CERTIFICATES OF COMPLIANCE
(Read instruction on the reverse side prior to initiating this form)

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

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

SPECIFICATION SEC. NO. (Cover only one section with each transmittal) PROJECT TITLE AND LOCATION

ITEM NO.	DESCRIPTION OF ITEM SUBMITTED (Type size, model number/etc.)	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. (See instruction no. 8)	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE	VARIATION (See instruction No. 6)	FOR CE USE CODE
				SPEC. PARA. NO.	DRAWING SHEET NO.			
a.	b.	c.	d.	e.	f.	g.	h.	i.

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

SECTION II - APPROVAL ACTION

ENCLOSURES RETURNED (List by Item No.) NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY DATE
 SHEET ____ OF ____

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.

REPORT OF OPERATIONS—PIPELINE, DIPPER OR BUCKET DREDGES

REPORTS CONTROL SYMBOL
ENG CW-0-13

THRU:		TO:		FROM:		REPORT NO.		
CHARACTER OF REPORT	<input type="checkbox"/> MAINTENANCE <input type="checkbox"/> NEW WORK <input type="checkbox"/> DAILY <input type="checkbox"/> STATUS <input type="checkbox"/> COMPLETION <input type="checkbox"/> ANNUAL						DATE OR PERIOD	
	NAME AND TYPE				SIZE		PIPELINE	
DREDGE	HORSEPOWER OF		DREDGE PUMP		SUCTION PIPE JET		CUTTER OR BUCKET	
	NUMBER OF CREW MEMBERS		DREDGE		SHORE		OTHER PLANT	
			TOTAL		WORK SCHEDULE		SHIFTS PER DAY	
PROJECT AND BAR	NAME				AUTH DIMENSIONS		WIDTH	
	LOCATION (include station numbers)				DEPTH		OVERDEPTH	
CHARACTER OF MATERIAL	ABSOLUTE DENSITY			IN PLACE DENSITY			VOIDS RATIO	
	GRAIN SIZE			GEOLOGICAL CLASSIFICATION				
CONTRACT OR DREDGING ORDER	NUMBER				<input type="checkbox"/> CONTRACTOR <input type="checkbox"/> HIRED LABOR		TOTAL NO. OF DAYS ON WHICH WORK WAS DONE	
	AVERAGE DEPTH		BEFORE DREDGING		AFTER DREDGING		MINIMUM SOUNDING	
CHANNEL CONDITION	BEFORE DREDGING		AFTER DREDGING		BEFORE DREDGING		AFTER DREDGING	
	RIVER STAGE		TIME		MAXIMUM		TIME	
WEATHER CONDITION	(clear, cloudy, rain, snow, and fog)				VISIBILITY		WIND (maximum velocity & direction)	
					miles			

WORK PERFORMED			DISTRIBUTION OF TIME		
ITEM	UNIT	QUANTITY	EFFECTIVE WORKING TIME <i>(chargeable to cost of work)</i>		HOURS
					MIN.
AVERAGE WIDTH OF CUT	FEET		PUMPING OR DREDGING		
TOTAL ADVANCE THIS PERIOD	FEET		PCT. OF EFFECTIVE RENTAL TIME		%
TOTAL ADV. PREVIOUS TO THIS PERIOD	FEET		BOOSTER (in line)		Hrs. Min.
TOTAL ADVANCE TO DATE	FEET		NON-EFFECTIVE WORKING TIME <i>(chargeable to cost of work)</i>		
FLOATING PIPE:	SHORE PIPE:		HANDLING PIPE LINES		
TOTAL LENGTH OF DISCHARGE PIPE	FEET		HANDLING ANCHOR LINES		
AVERAGE LIFT	FEET		CLEARING PUMP AND PIPE LINE		
AVERAGE PUMP SPEED	R. P. M.		CLEARING CUTTER OR SUCTION HEAD		
AVG. DREDGED PER PUMP. HR, GROSS	CU. YDS.		WAITING FOR SCOWS		
SCOWS LOADED	NUMBER		TO AND FROM WHARF OR ANCHORAGE		
AVERAGE LOAD PER SCOW	CU. YDS.		CHANGING LOCATION OF PLANT ON JOB		
CUBIC YARDS REMOVED			LOSS DUE TO OPPOSING NATURAL ELEMENTS		
AMOUNT DREDGED THIS PERIOD:			LOSS DUE TO PASSING VESSELS		
(1) GROSS (computed amount)			SHORE LINE AND SHORE WORK		
(2) CREDITED (pay place)			WAITING FOR BOOSTER		
AMOUNT PREVIOUSLY REPORTED:			MINOR OPER. REPAIRS (explain in remarks)		
(1) GROSS (computed amount)			WAITING FOR ATTENDANT PLANT		
(2) CREDITED (pay place)			PREPARATION AND MAKING UP TOW		
TOTAL AMOUNT DREDGED TO DATE:			TRANSFERRING PLANT BETWEEN WORKS		
(1) GROSS (computed amount)			LAY TIME OFF SHIFT AND SATURDAYS		
(2) CREDITED (pay place)			SUNDAYS AND HOLIDAYS		
ATTENDANT PLANT			FIRE DRILL		
ITEM	NAME OR NUMBER	HOURS	MISCELLANEOUS (explain in remarks)		
			TOTAL NON-EFFECTIVE WORKING TIME		
			PCT. OF NON-EFFECTIVE RENTAL TIME		%
			TOTAL EFFECTIVE AND NON-EFFECTIVE TIME <i>(chargeable to cost of work)</i>		
			PCT. OF TOTAL TIME IN PERIOD		%
			LOST TIME <i>(not chargeable to cost of work)</i>		
			MAJOR REPAIRS AND ALTERATIONS		
			CESSATION		
			COLLISIONS		
			MISCELLANEOUS (explain in remarks)		
NUMBER OF INSPECTIONS	BY DISTRICT PERSONNEL		BY DIV & OCE PERSONNEL		TOTAL LOST TIME
					PERCENTAGE OF TOTAL TIME
CONTRACT USE ONLY	HAS ANYTHING DEVELOPED WHICH MIGHT LEAD TO A CHANGE ORDER OR CLAIM? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(If "YES", explain under remarks on back)</i>				TOTAL TIME IN PERIOD

SUMMARY OF COSTS							
ITEMS					COST		
DIRECT PLANT OPERATING COSTS							
UNIFORM DAILY RATE BASIS <i>(To be completed when submitting Status and Completion reports.)</i>							
CHARGES: _____ DAYS AT \$ _____ PER DAY <i>(Item 19, ENG Form 22 (Costs) — adjusted to exclude plant increment cost.)</i>							
▶ OR ◀							
ACTUAL PLANT COSTS <i>(To be completed when submitting Annual report.)</i>							
PAYROLLS <i>(gross)</i>					\$		
SUBSISTENCE & QUARTERS OR PER DIEM & MILEAGE					\$		
FUEL _____ BARRELS AT \$ _____ PER BARREL					\$		
WATER					\$		
LUBRICANTS					\$		
PLANT OWNERSHIP COSTS <i>(as computed below)</i>					\$		
INSURANCE					\$		
ATTENDANT PLANT					\$		
MISCELLANEOUS					\$		
SUBTOTAL—UNIFORM DAILY RATE OR ACTUAL COSTS					\$		
SUBTOTAL—PLANT UNIT COST \$ _____ PER CUBIC YARD.							
SHORE WORK							
SUBTOTAL—SHORE WORK COSTS					\$		
SUBTOTAL—SHORE WORK UNIT COSTS \$ _____ PER CUBIC YARD.							
OTHER COSTS							
SURVEYS					\$		
INSPECTION AND SUPERVISION					\$		
OVERHEAD					\$		
OTHER INDIRECT COSTS					\$		
SUBTOTAL—OTHER COSTS					\$		
SUBTOTAL—OTHER UNIT COST \$ _____ PER CUBIC YARD.							
GRAND TOTAL—ALL COSTS					\$		
GRAND TOTAL—ALL UNIT COSTS \$ _____ PER CUBIC YARD.							
OPERATING SUPPLIES				ANNUAL REPORT DATA <i>(complete when submitting Annual report)</i>			
COMMODITIES	CONSUMED		INVENTORY		COST PER RENTAL MINUTE <i>(Based on total operating cost)</i>	per min.	
	UNIT	QUANTITY	QUANTITY	VALUE			\$
FUEL <i>(oil)</i>	BBLs				TOTAL COST OF PLANT <i>(End of F.Y. reporting period)</i>	\$	
LUBRICANT <i>(oil)</i>	GAL				BOOK VALUE <i>(End of F.Y. reporting period)</i>	\$	
LUBRICANT <i>(grease)</i>	LBS				BALANCE IN PLANT ACCOUNT <i>(End of F.Y. reporting period)</i>	\$	
WATER	GAL				PLANT OWNERSHIP COSTS <i>(Actual for F.Y. reporting period):</i>		
						DEPRECIATION	\$
						REPAIRS <i>(Adjusted)</i>	\$
						CESSATION OF WORK	\$
						SMALL TOOLS, ETC.	\$
SUBSISTENCE SUPPLIES							
MISCELLANEOUS SUPPLIES							
TOTAL				\$	TOTAL	\$	
REMARKS							
SUBMITTED BY <i>(Name, title, and signature)</i>			RECOMMENDED BY <i>(Name, title, and signature)</i>		APPROVED BY <i>(Name, title, and signature)</i>		

SUBMITTAL REGISTER (ER 415-1-10)											CONTRACT NO.															
TITLE AND LOCATION				CONTRACTOR							SPECIFICATION SECTION															
ACTIVITY NO.	TRANSMITTAL NO.	ITEM NO.	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL				CLASSIFICATION	CONTRACTOR DATES		CONTRACTOR ACTION		GOVERNMENT ACTION		REMARKS										
					INS	STR	STR	CERT		INFO	GOV	APPROVAL NEEDED BY	DATE	SUBMIT TO GOVERNMENT	DATE		CODE	CODE	DATE							
a.	b.	c.	d.	e.	f.	g.	h.	i.	j.	k.	l.	m.	n.	o.	p.	q.	r.	s.	t.	u.	v.	w.	x.	y.	z.	aa.
				Submittal Register																						
				Quality Control Plan																						
		1		Quality Control Plan																						
		2		Letter Appointing Supt.																						
		3		Power of Attorney and Certified Copy of Resolution																						
		3		Accident Prevention Plan																						
		4		Survey Plan																						
		5		Dredge (Excavation) Instrumentation Plan																						
		1		Dredge Instrumentation Plan																						
		2		Dredge Instrumentation Format																						
		6		Environmental Protection Plan (incl. Pollution Control Plan)																						
		7		Order of Work Plan																						
		8		Progress Schedule																						
		9		Dredging Plan																						
		1		Mobilization / Demobilization Plan																						
		2		Fueling Area Plan																						
		3		Dredging Operations Plan																						
		4		Night Operations Plan																						

TITLE AND LOCATION		SUBMITTAL REGISTER (ER 415-1-10)										CONTRACT NO.	SPECIFICATION SECTION														
ACTIVITY NO.	TRANSMITTAL NO.	ITEM NO.	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	CONTRACTOR																						
					TYPE OF SUBMITTAL		CLASSIFICATION	CONTRACTOR DATES		SCHEDULE	CONTRACTOR ACTION		GOVERNMENT ACTION		REMARKS												
e.	b.	c.	d.	e.	f.	g.	h.	i.	j.	k.	l.	m.	n.	o.		p.	q.	r.	s.	t.	u.	v.	w.	x.	y.	z.	aa.
				Deposition Plan																							
		1		Pipeline Route Plan																							
		2		Deposition of Material																							
		11		Letters and Certificates																							
		1		List of proposed subcontractors																							
		2		Certificates of Insurance																							
		3		Surety Bonds																							

SUBMITTAL REGISTER (ER 415-1-10)										CONTRACT NO.						
TITLE AND LOCATION					CONTRACTOR					SPECIFICATION SECTION						
ACTIVITY NO.	TRANSMITTAL NO.	ITEM NO.	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL	CLASSIFICATION	CONTRACTOR DATES		SCHEDULE		CONTRACTOR ACTION		GOVERNMENT ACTION		REMARKS	
							Submit	Approval Needed By	Material Needed By	Code	Date	Submit to Government	Date	Code		Date
					INS	DRUG	INS	f. g. h. i. j. k. l. m. n. o. p. q. r. s. u. v. w. x. y. z. bb.								
					ST	CA										
					SA	RE										
					TE	EM										
					MP	IC										
					CA	AP										
					PT	IO										
					OR	LN										
					DS	SS										
					SS	SS										
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					SS	SS										
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					SS	SS										

SAFETY CHECKLIST FOR FLOATING PLANT			
Contract # and title:			
Contractor:		Subcontractor:	
Plant Name:		Owner:	
Superintendent:		Captain:	
Engineer:		Number in crew:	
Contract inspector:		Date inspected:	
This checklist references EM 385 1-1, revised 3 November 2003		Yes	No
1. Is a copy of the current USCG Form 835 available for plants regulated by USCG? (19.A.01)			
2. Is documentation of an accredited marine surveyor (SAMS or NAMS) available for non-USCG inspected plants? (19.A.01)			
3. Do all officers and crew possess an appropriate USCG license or USACE license and certification? (19.A.02)			
4. Are periodic inspections and test records of all floating plant, equipment, and machinery available as part of the official project file? (19.A.01)			
5. Is there a severe weather plan which contains the following available? (19.A.03)			
<ul style="list-style-type: none"> a. A description of potential types of severe weather hazards and steps to guard against the hazards? b. The time frame for implementing the plan? c. The name and location of the safe harbor? d. The name of the vessels which will be used to move any non-self propelled plant, and their type, capacity, speed, and availability? e. River gage readings at which floating plant must be moved away from dams, river structures, etc. to safe areas? 			

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	Yes	No	N/A
6. Is the station bill conspicuously posted throughout the vessel? (19.A.04)			
7. Has each crewmember been given a written description of their emergency duties and are they familiar with them? (19.A.04)			
8. Have the following drills and tests been recorded in the station log? (19.A.04) a. Abandon ship drill? b. Fire drill? c. Man overboard drill? d. Pump shell or pipe rupture? e. Hull failure? f. Emergency power and lighting tests? g. Bimonthly emergency power generator tests? h. Bimonthly emergency lighting storage batteries tests? Note: First set of drills shall be conducted within 24 hours of occupancy or commencement of work.			
9. Are material safety data sheets (MSDSs) available for all hazardous materials on board? (06.B.01)			
10. Are employees trained to handle hazardous materials? (06.B.01)			
11. Are at least two employees on each shift certified in CPR and first aid? (03.A.02)			
12. Is there a first aid log at each first aid station? (01.D.04)			
13. Are first aid kits located in a readily accessible location and adequately stocked? (03.B.01 & .02)			
14. Is there an adequate supply of approved, potable drinking water available? (02.A.01)			
15. Are outlets dispensing non-potable water clearly marked "Water Unfit For Drinking, Washing or Cooking"? (02.A.07)			
16. Are the proper numbers of toilets, washbasins and showers provided? (02.B.06 & .07)			

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	Yes	No	N/A
17. Are water, soap, and a means of drying available? (02.C.02)			
18. Is the latest information published by the USCG regarding aids to navigation available on board the vessel? (19.A.11)			
19. Is the vessel equipped with: (19.A.05) a. Fenders? b. Axes or other emergency cutting equipment? c. An appropriate navigational signal device? d. General alarm system operated from primary electrical system with standby batteries on trickle charge? e. Easily accessible emergency controls that are adequately protected against accidental operation? f. Explosion-proof lights around gasoline and oil barges or other locations where a fire or explosive hazard exists? g. Interconnected emergency alarms? h. Smoke alarms in living quarters? i. Carbon Dioxide CO monitors in all occupied spaces? j. Doors that open from both sides? k. Clearly marked emergency exits? l. Emergency stops for prime movers operating a dredge pump? m. GFCI protection on grounded 120 or 240-volt systems in toilet/shower spaces, galley, machinery spaces, weather deck, exterior or near any sinks? n. Properly maintained and identified watertight compartments?			
20. Fuel systems: (19.A.06) a. Are tanks or lines free of gauge glasses or try cocks? b. Do all fuel tanks have shutoff valves that can be operated outside the compartment in which the tank is located and outside the engine compartment and outside the house bulkheads at or above the weather deck? c. Is there a shut off valve at the engine end of the fuel lines that are 6 feet or more in length and can it be operated from outside the house bulkheads at or above the weather deck? d. Overboard discharge?			

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<p>d. Are all carburetors on gasoline engines equipped with a backfire trap or flame arrestor?</p> <p>e. Are all carburetors (except downdraft type) equipped with a drip pan, with flame screen, which is continuously emptied by suction from the intake manifold or if permitted by the overboard discharge?</p> <p>f. Are fuel storage tanks diked or curbed IAW NAVFAC DM-22? If not are portable tanks used IAW USCG requirements in 46 CFR Parts 64 and 98.3?</p>	Yes	No	N/A
21. Are cables which cross the waterways between floating plants or between plant and mooring marked? (19.A.07)			
22. Is there a fire and emergency warning system (or an established fire watch) on all vessels where people are quartered? (19.A.07)			
23. Are all floors, decks, and bilge's free of accumulation of fuel and grease? (19.A.07)			
24. Are there holdbacks or rings available to secure equipment during rough weather? (19.A.07)			
25. Are all deck openings, elevated surfaces, and similar locations provided with guardrails, bulwarks, or taut cable guard lines? (19.A.07)			
26. Are all rotating machinery, hot pipes, and moving cables guarded against accidental contact? (16.B.03)			
27. Are hazardous energy control procedures available to insure that machinery will not be operated while greasing or making repairs? (12.A.01 & 16.A.08)			
28. Are decks free of tripping hazards or adequately marked in yellow? (19.A.07)			
29. Is all deck cargo carried on fuel barges placed on dunnage? (19.A.07)			
30. Are all pieces of floating plants operating as one unit securely fastened together with no openings (or with guarded openings)? (19.A.07)			
31. Is there a list of confined spaces available? (19.A.08)			

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32. Are all permitted required confined spaces labeled? (19.A.08)	Yes	No	N/A
33. Are engine spaces housing internal combustion engines having electric spark ignition systems equipped with exhaust fans? (19.A.10)			
34. Are all machinery spaces and non-diesel fuel tanks compartments equipped with at least 2 ventilators, fitted with fans? (19.A.10)			
35. Are the following spaces provided with an adequate natural ventilation system? (19.A.10) a. Spaces containing a portable fuel tank? b. Living spaces or galley? c. Other compartment spaces?			
36. Do vent intakes extend to within 1 foot of the bottom of the compartment? (19.A.10)			
37. Is suitable eye protection provided at battery charging stations? (05.B.01 & .05)			
38. Are eye wash stations provided at battery charging stations? (6.B.02)			
39. Are flammable items such as paint and thinners properly stored? (9.B)			
40. Are gasoline and other flammable liquids properly stored, dispensed, and handled? (09.B.01-.30)			
41. Does all electrical wiring meet requirements of USCG-259, the National Electrical Safety Code and the National Electric Code? (11.A.01)			
42. Are insulated mats provided at locations where machinery has exposed live parts? (11.A.07)			
43. Are switch and transformer banks adequately protected and marked to keep unauthorized personnel out of the danger area? (11.A.02)			
44. Are portable electric tools grounded by a multiconductor cord with an identified conductor and a multicontact polarized plug-in receptacle? (11.C.01)			

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	Yes	No	N/A
45. Are ground fault circuit interrupters provided in locations where portable tools could be used? (11.C.05)			
46. Are flexible cords protected in work area, appropriately secured or suspended and are they used for appropriate usages? (11.A.03 and Table 11-1)			
47. Are all means of access properly secured, guarded and free of slipping and tripping hazards? (19.B.01)			
48. Are all working decks, stair treads, ship ladders, platforms, catwalks, and walkways, provided with non-slip surfaces? (19.B.01)			
49. Are grab bars provided on the sides of super structure of tugs, tenders, and launches except where railings are present? (19.B.01)			
50. Are double rung or flat tread type Jacob's ladders restricted to use only when no safer form of access is practical? (19.B.01)			
51. Is there a safe means for boarding or leaving the vessel? Note: Walking on rip-rap should be avoided where practical (19.B.02)			
52. Is there a stairway, ladder, ramp, gangway, or personnel hoist provided at all personnel points of access with breaks of 19" or more in elevation? (19.B.02)			
53. Are gangways and ramps: (19.B.02) a. Secured at one end by at least one point on each side with lines or chains to prevent overturning? b. Supported at the other end in such a manner as to support them and their normal loads in the event they slid off their supports? c. Placed at an angle no greater than that recommended by the manufacturer? d. Provided with a standard guardrail?			
54. Are stairs or permanent inclined ladders provided for vertical access between decks? (9.B.03)			

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	Yes	No	N/A
55. Is there at least 2 feet of clearance on outboard edges used for passageways? (19.B.3)			
56. Is the vessel equipped with at least one portable or permanent ladder with at least one portable or permanent ladder with which to rescue a person in the water? (19.B.04)			
57. Are there at least 2 means of escape from all assembly, sleeping and messing areas on the plant? (19.B.04)			
58. Are all means of access maintained safe and functional? (19.B.04)			
59. Are all floating pipelines used as walkways equipped with a walkway which is at least 20" wide and has a handrail on at least one side? (19.B.05)			
60. Are floating pipelines that are not intended as walkways barricaded on both ends?(19B.05)			
61. Are positive measures taken to raise and secure the ladder and to block suction and discharge lines during maintenance on pumps and suction or discharge lines? (19.D.01)			
62. Do floating or trestle supported dredge pipelines display the following lights at night and in periods of restricted visibility: (19.D.02 and 33 CFR 88.13) a. One row of yellow lights that : (1) Flash 50-70 times per minute? (2) Are visible all around the horizon? (3) Are visible for at least 2 miles on a clear night? (4) Are between 3-10 feet above the water? (5) Are approximately evenly spaced? (6) Are not more than 30 feet apart where the pipeline crosses a navigable channel? (7) Are sufficient in number to clearly show the pipeline's length and course? b. Two red lights at each end of the pipeline (including ends in a channel where the pipeline is separated to allow vessels to pass) that: (1) Are visible all around the horizon? (2) Are visible for at least 2 miles on a clear dark night? (3) Are 3 feet apart in a vertical line with the lower light at the same height above the water as the flashing yellow light?			

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	Yes	No	N/A
63. Is the dredge designed such that a failure or rupture of any dredge pump component including the pipe shall not cause the dredge to sink? (19.D.04)			
64. Is submerged pipeline resting on the bottom where it crosses the navigation channel and is it and the anchoring system no higher than the required project depth? (19.D.03)			
65. Is buoyant or semi-buoyant pipeline fully submerged and on the bottom? (19.D.03)			
66. Is raised pipeline adequately marked? (19.D.03)			
67. Is a bilge alarm or shutdown interface available on any dredge with the dredge pump below the waterline? (19.D.07)			
68. Are two positive means available to secure "stone boxes" when the boxes are under positive pressure? (19.D.08)			
69. Dredge Disposal Sites (19.D.09) <ul style="list-style-type: none"> a. Is there an adequate supply of drinking water? b. Are toilet facilities provided? c. Disposal area watchmen certified in CPR and first aid? d. Is at least one 16-unit first-aid kit available? 			
70. Scows and Barges <ul style="list-style-type: none"> a. Are scows dumping in open ocean waters equipped with remote opening devices to preclude the transfer of personnel between vessels? b. Is a safety means of transferring personnel between the towing vessels and scow provided? c. Have contractors identified general and site-specific adverse weather and sea conditions under which the towing of scows and cargo barges is prohibited? d. Do all barges and scows comply with 46 CFR 174.010 through 174.020 for intact stability of deck cargo barges? e. Are fall protection devices and equipment listed in 21.A.15 used on scows and open barges to prevent employees transiting between the stern and bow of the vessel from fallings into the hopper or falling off the side of the vessel to the structure located 6 feet for more below? 			

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Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

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